



# Village of Brookfield

8820 Brookfield Avenue • Brookfield, Illinois 60513-1688  
(708) 485-7344 • FAX (708) 485-4971  
[www.brookfieldil.gov](http://www.brookfieldil.gov)

VILLAGE OF BROOKFIELD  
BROOKFIELD, ILLINOIS 60513

## BROOKFIELD VILLAGE BOARD MEETING AGENDA

Tuesday May 28, 2013  
6:30 P.M.

Edward Barcal Hall  
8820 Brookfield Avenue  
Brookfield, IL 60513

VILLAGE PRESIDENT  
Michael J. Garvey

VILLAGE CLERK  
Brigid Weber

BOARD OF TRUSTEES  
Catherine A. Colgrass-Edwards  
Ryan P. Evans  
C.P. Hall, II  
Kit P. Ketchmark  
Brian S. Oberhauser  
Michael A. Towner

VILLAGE MANAGER  
Riccardo F. Ginex

MEMBER OF  
Illinois Municipal League  
Proviso Township  
Municipal League  
West Central  
Municipal Conference

TREE CITY U.S.A. Since 1981

HOME OF THE CHICAGO  
ZOOLOGICAL SOCIETY

I. OPENING CEREMONIES: Pledge of Allegiance to the Flag

II. Roll Call

III. Appointments and Presentations

\_\_\_\_\_, Village Trustee – Term to Expire May 2015

Board of Local Improvements, President Ketchmark, Trustees Garvey, Hall, Oberhauser and Evans – Term Indefinite

Beautification Committee, Linda Dunbar – Term to Expire March 27, 2016

Firemen's Pension Board, Charles Romeo – Term to expire 4/1/2016

Government Finance Officers Award

IV. PUBLIC COMMENT – LIMITED TO ITEMS ON OMNIBUS AND NEW BUSINESS ON TONIGHT'S AGENDA

V. OMNIBUS AGENDA

A. Approval of Minutes: Village Board Meeting Monday, May 13, 2013; Committee of the Whole Meeting, Monday, May 13, 2013

Individuals with a disability requiring a reasonable accommodation in order to participate in any meeting should contact the Village of Brookfield (708)485-7344 prior to the meeting. Wheelchair access may be gained through the police department (East) entrance of the Village Hall.

## **VI. REPORTS OF SPECIAL COMMITTEES**

Chamber of Commerce  
Conservation, Special Events  
Recreation, Plan Commission, Senior Liaison  
Administration, Public Safety, Zoning  
Public Works, Finance  
Warrant  
Beautification, Library  
Economic Development, Brookfield Zoo, WCMC

## **VII. New Business**

- A. Ordinance 2013-24** – An Ordinance to Authorize the Execution of an Agreement with Lumquest Lighting, LLC for the Furnishing of High-Efficiency Light Emitting Diode Streetlights and Management of Services by and between Lumquest Lighting, LLC and the Village of Brookfield, IL
- B. Resolution R2013-905** – Resolution Awarding a Contract for the 2013 Sidewalk Project for the Village of Brookfield, IL
- C. Resolution R2013-904** – A Resolution Authorizing the Participation in the Northern Illinois Municipal Electric Cooperative (NIMEC) and Authorizing the Village Manager to Approve a contract with the lowest cost electricity provider for a period up to 36 months.

## **VIII. Managers Report**

## **IX. Executive Session – Personnel, Litigation, Land Acquisition/Sales, Negotiations**

## **X. New Business, continued**

- A. Resolution R2013-906** – A Resolution Appointing the Village Manager and to approve and Authorize the Execution of a Village Manager Employment Agreement for the Village of Brookfield
- B. Resolution R2013-907** – A Resolution Appointing the Village Attorney, the Village Prosecutor and Administrative Hearing Officers and to Approve and Authorize the Execution of Legal Services Agreements by and between Storino, Ramello & Durkin and the Village of Brookfield
- C. Resolution R2013-908** – Resolution Authorizing Appointment of Delegate to Illinois Municipal Retirement Fund (IMRF)
- D. Ordinance 2013-25** – An Ordinance to Execute the Purchase of Property
- E. Resolution R2013-909** – A Resolution Relating to Participation by Elected Officials in the Illinois Municipal Retirement Fund

## **XI. Adjournment**

Individuals with a disability requiring a reasonable accommodation in order to participate in any meeting should contact the Village of Brookfield (708)485-7344 prior to the meeting. Wheelchair access may be gained through the police department (East) entrance of the Village Hall.

VILLAGE OF BROOKFIELD  
BROOKFIELD, ILLINOIS 60513

JOURNAL OF THE PROCEEDINGS OF THE PRESIDENT AND THE BOARD OF TRUSTEES  
AT A REGULAR VILLAGE BOARD MEETING

HELD ON MONDAY, MAY 13, 2013  
IN THE BROOKFIELD MUNICIPAL BUILDING

**MEMBERS PRESENT:** President Michael J. Garvey, Trustees Catherine Edwards, Ryan Evans, C.P. Hall, Kit P. Ketchmark and Brian Oberhauser and Michael Towner. Village Clerk Brigid Weber

**MEMBERS ABSENT:** None

**ALSO PRESENT:** Village Manager Riccardo F. Ginex, Assistant Village Manager Keith Sbiral, Village Attorney Richard Ramello and Deputy Village Clerk Theresa Coady.

On Monday, May 13, 2013, President Garvey called the Village Board of Trustees meeting to order at 6:30 P.M. and led the Pledge of Allegiance to the Flag.

**APPOINTMENTS AND PRESENTATIONS**

**Recognition of Linda Maietta — 24 years of service with the Recreation Department**

**PUBLIC COMMENT – LIMITED TO ITEMS ON OMNIBUS AND NEW BUSINESS ON TONIGHT’S AGENDA**

**OMNIBUS AGENDA**

Approval of Minutes: Village Board Meeting Monday, April 22, 2013; Committee of the Whole Meeting, Monday, April 22, 2013.

Motion by Trustee Towner, seconded by Trustee Evans, to approve the Omnibus Agenda of the Regular Village Board of Trustees Meeting of May 13, 2013 with correction to COW Minutes to read that the discussion of the LED Lighting situation had been 'tabled'. Upon roll call the motion carried as follows: Ayes: Trustees Edwards, Evans, Hall, Ketchmark, Oberhauser and Towner. Nays: None. Absent: None.

**REPORTS OF SPECIAL COMMITTEES**

**Chamber of Commerce – Trustee Hall**

- Business meeting:
- After Hours: May 23, 2013, 5:30 p.m. - Brixies
- Board Meeting: May 16, 2013 – at Brookfield Public Library - Noon
- May 18, 2013 – Street Dance
- Farmer's Market – Opens June 1, 2013

**Conservation and Special Events – Trustee Oberhauser**

- Conservation Commission: May 22, 2013 – Work Day at Oak Savannah
- Special Events: Meeting scheduled for June 4, 2013

**Recreation, Plan Commission and Seniors Liaison - Trustee Edwards**

- Recreation: No Report
- Senior Liaison: Movie scheduled at Village Hall, May 17, 2013 – 2:00 p.m.
- Plan Commission: No meeting scheduled

**Administration, Public Safety, Zoning – Trustee Ketchmark**

- Administration: No report
- Zoning: No report
- Public Safety Committee: No Report

**Finance – Trustee Towner**

Trustee Towner informed the Board the purpose of certain expenditures shown on the Warrant.

- **Corporate Warrant dated May 13, 2013 - \$990,156.44**

Motion by Trustee Towner, seconded by Trustee Evans, to approve the Corporate Warrant dated May 13, 2013 in the amount of \$990,156.44. Upon roll call the motion carried as follows: Ayes: Trustees Edwards, Evans, Hall, Ketchmark, Oberhauser and Towner. Nays: None. Absent: None.

#### **Public Works -**

• No report

#### **Beautification and Library – Trustee Evans**

- Library: No report
- Beautification Committee: 500 volunteers attended 20<sup>th</sup> Anniversary of Project NICE.

#### **Economic Development, Zoo and WCMC - President Garvey**

- WCMC: WCMC dinner.
- OSLAD Grant received for Kiwanis Park improvements- \$260,300.00
- Economic Development:
- Zoo:

#### **NEW BUSINESS**

##### **Ordinance 2013.23 — An Ordinance Cancelling and Rescheduling the Regularly scheduled May 27, 2013 Meeting of the Board of Trustees of the Village of Brookfield, IL.**

Motion by Trustee Oberhauser, seconded by Trustee Edwards, to approve Ordinance 2013.23 — An Ordinance Cancelling and Rescheduling the Regularly scheduled May 27, 2013 Meeting of the Board of Trustees of the Village of Brookfield, IL. Upon roll call the motion carried as follows: Ayes: Trustees Edwards, Evans, Hall, Ketchmark, Oberhauser and Towner. Nays: None. Absent: None.

##### **Resolution 2013-903 — A Resolution Authorizing the Application for a Grant to the ComEd Green Region Program for the Development and Updating of an Open Space Plan for the Village of Brookfield, IL.**

Motion by Trustee Towner, seconded by Trustee Evans, to approve Resolution 2013-903 — A Resolution Authorizing the Application for a Grant to the ComEd Green Region Program for the Development and Updating of an Open Space Plan for the Village of Brookfield, IL. Upon roll call the motion carried as follows: Ayes: Trustees Edwards, Evans, Hall, Ketchmark, Oberhauser and Towner. Nays: None. Absent: None.

#### **MANAGER'S REPORT**

- Maple Avenue resurfacing project begun week of May 13; information available on Village website
- Disaster relief information now on Village website

#### **EXECUTIVE SESSION**

Motion by Trustee Towner, seconded by Trustee Edwards, to adjourn the Regular Village Board meeting of May 13, 2013 to an Executive Session at 6:45 P.M. to discuss Land Acquisition and Sale. Upon roll call the motion carried as follows: Ayes: Trustees Edwards, Evans, Hall, Ketchmark, Oberhauser and Towner. Nays: None. Absent: None.

#### **RECONVENE REGULAR VILLAGE BOARD MEETING**

Motion by Trustee Towner, seconded by Trustee Evans, to reconvene the Regular Village Board Meeting of May 13, 2013 at 6:51 P.M. Upon roll call the motion carried as follows: Ayes: Trustees Edwards, Evans, Hall, Ketchmark, Oberhauser and Towner. Nays: None. Absent: None.

#### **ADJOURN SINE DIE**

Motion by Trustee Towner, seconded by Trustee Evans to adjourn *Sine Die* at 6:51 P.M. Upon roll call the motion carried as follows: Ayes: Trustees Edwards, Evans, Hall, Ketchmark, Oberhauser and Towner. Nays: None. Absent: None.



**INTRODUCTION OF THE HONORABLE PATRICK ROGERS**

**OATH OF OFFICE**

Library Trustee — Carol Vaughan Kissane Term to expire May 2017  
Library Trustee — Lisa Knasiak Term to expire May 2017  
Library Trustee — Judith Sweet Term to expire May 2017  
Village Trustee — Nicole M. Gilhooley Term to expire May 2017  
Village Trustee — Michael J. Garvey Term to expire May 2017  
Village Trustee — Brian S. Oberhauser, Term to expire May 2017  
Village Clerk — Catherine Colgrass-Edwards Term to expire May 2017  
Village President — Kit P. Ketchmark Term to expire May 2017

**CALL TO ORDER – NEW VILLAGE BOARD**

**MEMBERS PRESENT:** President Kit P. Ketchmark, Trustees Ryan Evans, Michael Garvey, Nicole Gilhooley, Brian Oberhauser and C.P. Hall. Village Clerk Catherine Colgrass-Edwards

**MEMBERS ABSENT:** None

**PRESENTATIONS**

**ADJOURNMENT**

Motion by Trustee Gilhooley, seconded by Trustee Evans, to adjourn the Regular Village Board meeting of May 13, 2013 at 7:18 P.M. Upon roll call the motion carried as follows: Ayes: President Ketchmark, Trustees Evans, Garvey, Gilhooley, Oberhauser and Hall. Nays: None. Absent: None.

---

**Brigid Weber  
Village Clerk  
Village of Brookfield**

/s/

**JOURNAL OF THE PROCEEDINGS OF THE PRESIDENT AND THE BOARD OF TRUSTEES  
AT A COMMITTEE OF THE WHOLE MEETING  
HELD ON MONDAY, MAY 13, 2013  
IN THE BROOKFIELD MUNICIPAL BUILDING**

---

**MEMBERS PRESENT:** President Kit P. Ketchmark, Trustees Ryan Evans, Michael Garvey, Nicole Gilhooley, Brian Oberhauser and C.P. Hall. Village Clerk Catherine Colgrass- Edwards

**MEMBERS ABSENT:** None

**ALSO PRESENT:** Village Manager Riccardo F. Ginex, Assistant Village Manager Keith Sbiral, Village Attorney Richard Ramello and Deputy Village Clerk Theresa Coady.

On Monday May 13, 2013, President Ketchmark called the Committee of the Whole Meeting to order at 7:20 P.M.

**Discussion Items**

**Street Light Replacement — LED Lighting**

Staff recommends that the Village retain the services of LumQuest for the purpose of replacing 84 street lights with high-efficiency LED lights, management services of the project and management of DCEO reimbursement documentation.

The Board Directs staff to enter into an agreement with LumQuest for aq street lighting replacement project in order to reduce electricity consumption and save over \$8,400.00 per year.

**Electrical Supply Agreement — Village Owned Lights**

Staff recommends approval of Resolution 2013-904. Item to be on agenda for approval vote at Regular Village Board Meeting of May 28, 2013.

**ADJOURNMENT**

Motion by Trustee Gilhooley, seconded by Trustee Evans, to adjourn the Committee of the Whole meeting of May 13, 2013 at 7:26 P.M. Upon roll call the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Oberhauser and Hall. Nays: None. Absent: None.

---

**Catherine Colgrass-Edwards  
Village Clerk  
Village of Brookfield**

/lls

**Corporate Warrant - 5/27/13**

From Payment Date: 5/14/2013 - To Payment Date: 5/27/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
PFC - PUBLIC FUND CHECKING									
<u>Check</u>									
12073	05/14/2013	Open			Utility Management Refund	ALLWOOD MFG*	\$37.04		
12074	05/14/2013	Open			Utility Management Refund	KRM REO	\$5.05		
12075	05/14/2013	Open			Accounts Payable	Joe Rizza Ford	\$54,548.36		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	51013		05/14/2013	new police vehicles			\$54,548.36		
12076	05/14/2013	Open			Accounts Payable	Village of Brookfield - petty cash	\$210.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	42913		05/14/2013	reimburse dpw petty cash for plate for new trucks			\$210.00		
12077	05/16/2013	Open			Accounts Payable	Contents Recovery Experts	\$1,851.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	041342-1		05/16/2013	drying/disinfecting records from flood			\$1,851.00		
12078	05/16/2013	Open			Utility Management Refund	DE DE'S SHEAR MAGIC	\$52.74		
12079	05/16/2013	Open			Utility Management Refund	DOMRESE-F-SO, M	\$41.01		
12080	05/16/2013	Open			Utility Management Refund	ELBLE, L	\$48.15		
12081	05/16/2013	Open			Utility Management Refund	FIFTH THIRD BANK AS SUCCESSOR	\$32.86		
12082	05/16/2013	Open			Utility Management Refund	MC BAIN, K	\$101.20		
12083	05/16/2013	Open			Utility Management Refund	PERKINS-F, D	\$93.54		
12084	05/16/2013	Open			Utility Management Refund	RUSIN-TERTEL, B	\$27.86		
12085	05/16/2013	Open			Utility Management Refund	SCHAFFER, B	\$37.42		
12086	05/21/2013	Open			Utility Management Refund	BROOKFIELD METHODIST	\$41.89		
12087	05/27/2013	Open			Accounts Payable	A & M Parts Inc.	\$294.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	379789		05/17/2013	oil filter/return			\$2.03		
	378919		05/17/2013	hd plus new governor #80			\$21.98		
	380168		05/17/2013	bp frmx-lp f mx fuse/halogen bulb			\$30.32		
	380214		05/17/2013	battery			\$26.99		
	379446		05/17/2013	credit-return			(\$70.48)		
	382341		05/21/2013	gloves;fuel sys clnr;brk fluid;oil filters			\$110.55		
	378655		05/21/2013	adapter			\$54.97		
	380220		05/21/2013	bp frmx-lp f mx fuse			\$10.24		
	381122		05/21/2013	trans oil cool hose; hose clamp			\$68.05		
	380849		05/21/2013	cool kit			\$50.21		
	382372		05/21/2013	return-oil filter			(\$10.86)		
12088	05/27/2013	Open			Accounts Payable	A&W Auto, Truck & Trailer	\$212.80		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	32576		05/21/2013	demco master cyl #59			\$101.00		

**Corporate Warrant - 5/27/13**

From Payment Date: 5/14/2013 - To Payment Date: 5/27/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	32591		05/21/2013	rh/lw wheel cylinders #59			\$111.80		
12089	05/27/2013	Open			Accounts Payable	Accurate Document Destruction	\$74.66		
	Invoice		Date	Description		Amount			
	9230537		05/17/2013	shredding services		\$74.66			
12090	05/27/2013	Open			Accounts Payable	Airgas USA, LLC	\$291.40		
	Invoice		Date	Description		Amount			
	9909724353		05/21/2013	welding gases		\$174.40			
	9500093011		05/17/2013	medical oxygen		\$117.00			
12091	05/27/2013	Open			Accounts Payable	AIS	\$4,453.73		
	Invoice		Date	Description		Amount			
	23619		05/21/2013	15' ethernet cable for iSCSi connection to new server		\$25.00			
	23568		05/21/2013	2 standard computers/2013 office home/business		\$1,899.98			
	23655		05/21/2013	labor charges-April 2013		\$2,528.75			
12092	05/27/2013	Open			Accounts Payable	Alvarado, Rafael	\$6,142.50		
	Invoice		Date	Description		Amount			
	51513		05/17/2013	tuition reimbursement		\$6,142.50			
12093	05/27/2013	Open			Accounts Payable	American Water Works Assoc	\$77.00		
	Invoice		Date	Description		Amount			
	51513		05/21/2013	membership renewal-Kevin Mc Carthy		\$77.00			
12094	05/27/2013	Open			Accounts Payable	Anita Richardson	\$912.50		
	Invoice		Date	Description		Amount			
	2013-04		05/21/2013	research/draft ord dealing w/dog-bites & animal menace		\$912.50			
12095	05/27/2013	Open			Accounts Payable	Apple Inc.	\$4,232.00		
	Invoice		Date	Description		Amount			
	4239715203		05/21/2013	8-ipad 2 for vlg board		\$4,232.00			
12096	05/27/2013	Open			Accounts Payable	AT&T	\$5,910.49		
	Invoice		Date	Description		Amount			
	2013-00000320		05/17/2013	708-485-6045		\$108.43			
	2013-00000321		05/17/2013	708-485-6575		\$111.63			
	2013-00000322		05/17/2013	708-485-3277		\$50.00			
	2013-00000323		05/17/2013	708-485-2266		\$110.89			
	2013-00000326		05/17/2013	708-387-1350		\$51.15			
	2013-00000327		05/17/2013	708-387-2561		\$149.97			
	2013-00000328		05/17/2013	708-387-2650		\$3,331.48			
	2013-00000329		05/17/2013	708-387-2733		\$51.52			
	2013-00000334		05/17/2013	708-485-0076		\$337.92			
	2013-00000335		05/17/2013	708-485-8121		\$266.44			
	2013-00000336		05/17/2013	847-734-5955		\$1,208.22			
	2013-00000337		05/17/2013	708-485-2499		\$132.84			
12097	05/27/2013	Open			Accounts Payable	B & F Technical Code Svc, Inc.	\$306.40		
	Invoice		Date	Description		Amount			
	37076		05/21/2013	inspections-April 2013		\$306.40			
12098	05/27/2013	Open			Accounts Payable	Bluder's Tree Sevice	\$15,000.00		
	Invoice		Date	Description		Amount			
	2631		05/17/2013	grinding of 143 stumps		\$15,000.00			



**Corporate Warrant - 5/27/13**

From Payment Date: 5/14/2013 - To Payment Date: 5/27/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
12099	05/27/2013	Open			Accounts Payable	Bound Tree Medical, LLC	\$6,000.00		
	Invoice		Date	Description		Amount			
	810553515		05/17/2013	new stairchairs		\$6,000.00			
12100	05/27/2013	Open			Accounts Payable	Brookfield True Value Hardware	\$323.99		
	Invoice		Date	Description		Amount			
	43013		05/17/2013	dpw purchases		\$288.69			
	43013a		05/17/2013	fire dept supplies		\$35.30			
12101	05/27/2013	Voided	wrong payee	05/27/2013	Accounts Payable	Brown-Luce, Michelle	\$3,600.00		
	Invoice		Date	Description		Amount			
	5913a		05/17/2013	tuition reimbursement		\$3,600.00			
12102	05/27/2013	Open			Accounts Payable	Burdett, James	\$5,108.86		
	Invoice		Date	Description		Amount			
	5713		05/17/2013	tuition reimbursement		\$5,108.86			
12103	05/27/2013	Open			Accounts Payable	Burrell , Dwayne	\$164.00		
	Invoice		Date	Description		Amount			
	52813		05/21/2013	vision care reimbursement		\$164.00			
12104	05/27/2013	Open			Accounts Payable	Call One	\$352.33		
	Invoice		Date	Description		Amount			
	51513		05/21/2013	local/long dist-5/15-6/14/13-1010-4340-0000		\$352.33			
12105	05/27/2013	Open			Accounts Payable	Case Lots, Inc.	\$147.35		
	Invoice		Date	Description		Amount			
	48369		05/17/2013	towels;bowl cleaner;toilet tissue;black liners		\$147.35			
12106	05/27/2013	Open			Accounts Payable	CFA Software, Inc.	\$595.00		
	Invoice		Date	Description		Amount			
	12059		05/17/2013	support & maint for CFAWin7		\$595.00			
12107	05/27/2013	Open			Accounts Payable	Chicago Int'l Trucks, LLC	\$406.43		
	Invoice		Date	Description		Amount			
	10143192		05/21/2013	misc parts		\$406.43			
12108	05/27/2013	Open			Accounts Payable	Cintas Corp	\$52.80		
	Invoice		Date	Description		Amount			
	5000390769		05/21/2013	svc to 1st aid cabinet at dpw		\$52.80			
12109	05/27/2013	Open			Accounts Payable	Comcast	\$269.75		
	Invoice		Date	Description		Amount			
	53013		05/17/2013	cable tv/internet		\$129.90			
	5913		05/21/2013	xfinity tv		\$139.85			
12110	05/27/2013	Open			Accounts Payable	Constellation NewEnergy, Inc.	\$11,927.53		
	Invoice		Date	Description		Amount			
	0009665769		05/17/2013	street lights-1-1D7Y-573		\$11,927.53			
12111	05/27/2013	Open			Accounts Payable	Crown Trophy	\$180.00		
	Invoice		Date	Description		Amount			
	18668		05/17/2013	8x10 plaques		\$180.00			
12112	05/27/2013	Open			Accounts Payable	De Lage Landen Public Finance	\$2,177.00		
	Invoice		Date	Description		Amount			
	2013-00000345		05/21/2013	copier contracts		\$2,177.00			

**Corporate Warrant - 5/27/13**

From Payment Date: 5/14/2013 - To Payment Date: 5/27/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
12113	05/27/2013	Open			Accounts Payable	Delta Dental Of Illinois - Risk	\$8,285.37		
	Invoice		Date	Description		Amount			
	2013-00000338		05/17/2013	deltacare dental		\$181.31			
	2013-00000339		05/17/2013	dental insurance premiums		\$7,861.73			
	529148		05/17/2013	vision care-May 2013		\$242.33			
12114	05/27/2013	Open			Accounts Payable	Driveshaft Unlimited, Inc.	\$215.00		
	Invoice		Date	Description		Amount			
	58580		05/21/2013	installed c.v. flange on #46		\$215.00			
12115	05/27/2013	Open			Accounts Payable	Dubik, Matthew	\$1,476.61		
	Invoice		Date	Description		Amount			
	51913		05/21/2013	tuition reimbursement		\$1,476.61			
12116	05/27/2013	Open			Accounts Payable	Episcopo, James	\$112.62		
	Invoice		Date	Description		Amount			
	5313		05/17/2013	law enforcement memorial ceremony		\$27.50			
	513		05/17/2013	law enforcement memorial ceremony		\$85.12			
12117	05/27/2013	Open			Accounts Payable	FIAT	\$3,500.00		
	Invoice		Date	Description		Amount			
	5113		05/17/2013	2013-14 annual dues		\$3,500.00			
12118	05/27/2013	Open			Accounts Payable	Fire Service, Inc.	\$63.57		
	Invoice		Date	Description		Amount			
	6647		05/21/2013	trigger switch w/o keyloc		\$63.57			
12119	05/27/2013	Open			Accounts Payable	FleetPride	\$4,357.75		
	Invoice		Date	Description		Amount			
	53642105		05/21/2013	labor charges for #46		\$414.00			
	53642105ro		05/21/2013	parts for #46		\$3,343.93			
	54178584		05/21/2013	credit-return		(\$250.00)			
	53788396		05/21/2013	labor charges for #81		\$320.00			
	53788396ro		05/21/2013	parts for #81		\$529.82			
12120	05/27/2013	Open			Accounts Payable	Flores, Daniel	\$213.00		
	Invoice		Date	Description		Amount			
	52813		05/17/2013	vision care reimbursement		\$213.00			
12121	05/27/2013	Open			Accounts Payable	FMP	\$54.03		
	Invoice		Date	Description		Amount			
	50-635505		05/21/2013	brake pads for #46		\$54.03			
12122	05/27/2013	Open			Accounts Payable	Foster's Truck Repair	\$524.50		
	Invoice		Date	Description		Amount			
	27785		05/17/2013	safety inspections		\$360.00			
	28139		05/17/2013	safety inspections		\$164.50			
12123	05/27/2013	Open			Accounts Payable	GCG Financial	\$1,355.09		
	Invoice		Date	Description		Amount			
	2013-00000340		05/17/2013	insurance admin fees		\$1,355.09			
12124	05/27/2013	Open			Accounts Payable	Giancana, Cathi	\$20.00		
	Invoice		Date	Description		Amount			
	5613		05/20/2013	refund-cancelled yoga program		\$20.00			

**Corporate Warrant - 5/27/13**

From Payment Date: 5/14/2013 - To Payment Date: 5/27/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
12125	05/27/2013	Open			Accounts Payable	GMF Contractors	\$34.10		
	Invoice		Date	Description		Amount			
	43004		05/17/2013	used carb/kit		\$34.10			
12126	05/27/2013	Open			Accounts Payable	Groot Industries, Inc.	\$182,498.50		
	Invoice		Date	Description		Amount			
	Apr-13		05/17/2013	2013 April flood clean-up		\$59,625.00			
	CR123855		05/17/2013	dumping charges		\$6,566.62			
	9259343		05/17/2013	e-waste dumpster		\$225.00			
	9233502		05/17/2013	residential pickup-May 2013		\$92,121.05			
	9233503		05/17/2013	residential yard waste-May 2013		\$21,851.97			
	cr123875		05/21/2013	dumping charges		\$2,108.86			
12127	05/27/2013	Open			Accounts Payable	Hancock Engineering	\$1,340.00		
	Invoice		Date	Description		Amount			
	13-0082		05/21/2013	development @ ne corner of Ogden & Raymond		\$468.00			
	12-0425		05/21/2013	Dunkin Donuts development		\$872.00			
12128	05/27/2013	Open			Accounts Payable	Hastings Air-Energy Control, Inc.	\$588.73		
	Invoice		Date	Description		Amount			
	146819		05/21/2013	tailpipe conversion kit		\$588.73			
12129	05/27/2013	Open			Accounts Payable	Hillesheim, Gary	\$20.00		
	Invoice		Date	Description		Amount			
	5613		05/20/2013	refund-cancelled yoga program		\$20.00			
12130	05/27/2013	Open			Accounts Payable	Hollywood Citizens Association	\$630.00		
	Invoice		Date	Description		Amount			
	51713		05/20/2013	rental fees		\$630.00			
12131	05/27/2013	Open			Accounts Payable	House of Doors, Inc.	\$636.30		
	Invoice		Date	Description		Amount			
	254612		05/17/2013	svc call to overhead door		\$636.30			
12132	05/27/2013	Voided	wrong payee	05/27/2013	Accounts Payable	ICMA	\$132.50		
	Invoice		Date	Description		Amount			
	51413		05/21/2013	membership fee-Daniel Kaup		\$132.50			
12133	05/27/2013	Open			Accounts Payable	ILCMA	\$328.50		
	Invoice		Date	Description		Amount			
	51513		05/17/2013	manager's dues		\$328.50			
12134	05/27/2013	Open			Accounts Payable	Illinois State Police-Bureau of Identification	\$31.50		
	Invoice		Date	Description		Amount			
	42913		05/21/2013	prints-Polich/cost ctr:3740/ori:ILL13562S		\$31.50			
12135	05/27/2013	Open			Accounts Payable	Infinity Signs & Printing	\$199.31		
	Invoice		Date	Description		Amount			
	3462		05/21/2013	printed vinyl decals		\$199.31			
12136	05/27/2013	Open			Accounts Payable	Intelligent Solutions	\$13,946.00		
	Invoice		Date	Description		Amount			
	12-1690a		05/17/2013	CAPERS-training/go-live support		\$13,500.00			
	13-988		05/21/2013	CAD workstation monitors		\$446.00			

**Corporate Warrant - 5/27/13**

From Payment Date: 5/14/2013 - To Payment Date: 5/27/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
12137	05/27/2013	Open			Accounts Payable	IRMA	\$3,720.24		
	Invoice		Date	Description		Amount			
	51313		05/21/2013	April deductible		\$3,720.24			
12138	05/27/2013	Open			Accounts Payable	Jack's Inc.	\$242.14		
	Invoice		Date	Description		Amount			
	54302		05/17/2013	misc tools		\$242.14			
12139	05/27/2013	Open			Accounts Payable	Jones, Karen	\$20.00		
	Invoice		Date	Description		Amount			
	5613		05/20/2013	refund-cancelled yoga program		\$20.00			
12140	05/27/2013	Open			Accounts Payable	Kastner, Katherine	\$20.00		
	Invoice		Date	Description		Amount			
	5613		05/20/2013	refund-cancelled yoga program		\$20.00			
12141	05/27/2013	Open			Accounts Payable	Kissane, Kathleen	\$140.70		
	Invoice		Date	Description		Amount			
	5713		05/17/2013	equipment allowance		\$140.70			
12142	05/27/2013	Open			Accounts Payable	Koch, Camille	\$20.00		
	Invoice		Date	Description		Amount			
	5613		05/20/2013	refund-cancelled yoga program		\$20.00			
12143	05/27/2013	Open			Accounts Payable	Kunickas, Erika	\$20.00		
	Invoice		Date	Description		Amount			
	5613		05/20/2013	refund-cancelled yoga program		\$20.00			
12144	05/27/2013	Open			Accounts Payable	La Grange Materials, Inc.	\$5,191.05		
	Invoice		Date	Description		Amount			
	64540		05/17/2013	sand		\$1,871.35			
	64541		05/17/2013	sand		\$3,319.70			
12145	05/27/2013	Open			Accounts Payable	La Grange Pk Ace Hardware	\$43.14		
	Invoice		Date	Description		Amount			
	47392		05/17/2013	cleaning supplies		\$43.14			
12146	05/27/2013	Open			Accounts Payable	Lehigh Hanson	\$83.85		
	Invoice		Date	Description		Amount			
	5346994		05/17/2013	binder		\$83.85			
12147	05/27/2013	Open			Accounts Payable	Leslie Heating & Cooling Inc.	\$3,175.00		
	Invoice		Date	Description		Amount			
	S-14077		05/17/2013	bal due on train station hvac system		\$3,175.00			
12148	05/27/2013	Open			Accounts Payable	LexisNexis Risk Data Management	\$100.00		
	Invoice		Date	Description		Amount			
	1465957-20130430		05/17/2013	April 2013 monthly sub fee		\$100.00			
12149	05/27/2013	Open			Accounts Payable	M & M Sports	\$687.00		
	Invoice		Date	Description		Amount			
	33114		05/20/2013	battle of bands t-shirts		\$687.00			
12150	05/27/2013	Open			Accounts Payable	M.E. Simpson Co., Inc.	\$570.00		
	Invoice		Date	Description		Amount			
	23879		05/17/2013	leak locates @ 3414 Hollywood		\$570.00			

**Corporate Warrant - 5/27/13**

From Payment Date: 5/14/2013 - To Payment Date: 5/27/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
12151	05/27/2013	Open			Accounts Payable	Mackowiak, Anna	\$20.00		
	Invoice		Date	Description		Amount			
	5613		05/20/2013	refund-cancelled yoga program		\$20.00			
12152	05/27/2013	Open			Accounts Payable	Marathon Sportswear	\$2,030.00		
	Invoice		Date	Description		Amount			
	135727		05/17/2013	T-shirts for project n.i.c.e.		\$2,030.00			
12153	05/27/2013	Open			Accounts Payable	Markos, Deborah	\$20.00		
	Invoice		Date	Description		Amount			
	5613		05/20/2013	refund-cancelled yoga program		\$20.00			
12154	05/27/2013	Open			Accounts Payable	Meade-Korn, Rose	\$20.00		
	Invoice		Date	Description		Amount			
	5613		05/20/2013	refund-cancelled yoga program		\$20.00			
12155	05/27/2013	Open			Accounts Payable	Megapath	\$523.25		
	Invoice		Date	Description		Amount			
	48470576		05/17/2013	monthly dsl/T1 line charges-10374568		\$523.25			
12156	05/27/2013	Open			Accounts Payable	Menards-Hodgkins	\$343.25		
	Invoice		Date	Description		Amount			
	24256		05/17/2013	blue grass sod		\$59.16			
	24603		05/17/2013	spanner flange		\$7.18			
	24584		05/17/2013	toilet boltset;wax ring		\$5.28			
	23990		05/17/2013	misc supplies		\$124.66			
	24579		05/17/2013	misc supplies		\$48.02			
	24823		05/21/2013	60yd utility duct		\$19.53			
	25599		05/21/2013	misc bldg supplies		\$79.42			
12157	05/27/2013	Open			Accounts Payable	Metro Garage, Inc.	\$75.00		
	Invoice		Date	Description		Amount			
	26047		05/17/2013	safety inspection #418		\$25.00			
	25867		05/17/2013	safety inspection #424		\$25.00			
	25956		05/17/2013	safety inspection #424		\$25.00			
12158	05/27/2013	Open			Accounts Payable	Midwest Meter Inc.	\$893.15		
	Invoice		Date	Description		Amount			
	0045025		05/17/2013	1.5" hex meter base only;m-120 gallon rtr register		\$893.15			
12159	05/27/2013	Open			Accounts Payable	Mike, Michelle	\$20.00		
	Invoice		Date	Description		Amount			
	5613		05/20/2013	refund-cancelled yoga program		\$20.00			
12160	05/27/2013	Open			Accounts Payable	Miner Electronics Corp	\$4,041.97		
	Invoice		Date	Description		Amount			
	51313		05/17/2013	1/2 payment for outfitting new squad		\$4,041.97			
12161	05/27/2013	Open			Accounts Payable	Monroe Truck Equipment	\$189.28		
	Invoice		Date	Description		Amount			
	298146		05/21/2013	valve,cartridge,mmv		\$189.28			
12162	05/27/2013	Open			Accounts Payable	Moroney, Timothy	\$285.60		
	Invoice		Date	Description		Amount			
	51413		05/17/2013	equipment allowance		\$285.60			

**Corporate Warrant - 5/27/13**

From Payment Date: 5/14/2013 - To Payment Date: 5/27/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
12163	05/27/2013	Open			Accounts Payable	Mraovic, Dusanka	\$2,000.00		
	Invoice		Date	Description		Amount			
	51513		05/21/2013	refund-street opening 3221 Park		\$2,000.00			
12164	05/27/2013	Open			Accounts Payable	National Insurance Services	\$604.80		
	Invoice		Date	Description		Amount			
	2013-00000341		05/17/2013	ins adm fees		\$604.80			
12165	05/27/2013	Open			Accounts Payable	NCPERS Group Life Ins.	\$184.00		
	Invoice		Date	Description		Amount			
	5/2013		05/17/2013	life ins premium/May 2013-3090		\$184.00			
12166	05/27/2013	Open			Accounts Payable	NICOR	\$382.23		
	Invoice		Date	Description		Amount			
	6613		05/17/2013	svc @ 4523 Eberly-96099700005		\$134.58			
	6713		05/17/2013	svc @ 4301 Elm-82999700006		\$66.53			
	6313		05/17/2013	svc @ 3840 Maple-83071800003		\$181.12			
12167	05/27/2013	Open			Accounts Payable	North East Multi-Regional Training	\$250.00		
	Invoice		Date	Description		Amount			
	169050		05/17/2013	911 Customer svc for Telecommunicators		\$250.00			
12168	05/27/2013	Open			Accounts Payable	Otis Elevator Co.	\$827.83		
	Invoice		Date	Description		Amount			
	cys25937001		05/17/2013	water damage		\$827.83			
12169	05/27/2013	Open			Accounts Payable	Passport Parking, LLC	\$74.75		
	Invoice		Date	Description		Amount			
	1084		05/17/2013	mobile pay-April 2013		\$74.75			
12170	05/27/2013	Open			Accounts Payable	Perfect Mulch Products	\$175.00		
	Invoice		Date	Description		Amount			
	19171		05/17/2013	tipping fee		\$175.00			
12171	05/27/2013	Open			Accounts Payable	Physio-Control, Inc.	\$42,654.50		
	Invoice		Date	Description		Amount			
	113104357		05/17/2013	new heart monitors		\$42,654.50			
12172	05/27/2013	Open			Accounts Payable	Picard, Kathleen	\$55.00		
	Invoice		Date	Description		Amount			
	5913		05/20/2013	refund-cancelled picnic		\$55.00			
12173	05/27/2013	Open			Accounts Payable	Priority Print	\$482.20		
	Invoice		Date	Description		Amount			
	20130494		05/17/2013	ideal stamp		\$29.50			
	20130527		05/17/2013	business cards for new board members		\$238.00			
	20130527-2		05/17/2013	approved sticker/inspection reports		\$214.70			
12174	05/27/2013	Open			Accounts Payable	Quarry Materials, Inc.	\$732.78		
	Invoice		Date	Description		Amount			
	46355		05/17/2013	street materials		\$349.38			
	46324		05/17/2013	street materials		\$111.24			
	46374		05/17/2013	street materials		\$70.20			
	46286		05/17/2013	street materials		\$68.04			
	00046411		05/21/2013	n50 surface		\$73.98			
	00046388		05/21/2013	n50 surface		\$59.94			



**Corporate Warrant - 5/27/13**

From Payment Date: 5/14/2013 - To Payment Date: 5/27/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
12175	05/27/2013	Open			Accounts Payable	Ray O'Herron Co., Inc.	\$200.83		
	Invoice		Date	Description		Amount			
	1314466		05/17/2013	pd uniforms		\$200.83			
12176	05/27/2013	Open			Accounts Payable	Ricmar Industries	\$144.00		
	Invoice		Date	Description		Amount			
	314488		05/17/2013	benchmate #291		\$144.00			
12177	05/27/2013	Open			Accounts Payable	Riverside Manufacturing Co.	\$123.36		
	Invoice		Date	Description		Amount			
	5183698001		05/21/2013	pd trousers		\$123.36			
12178	05/27/2013	Open			Accounts Payable	Robbins, Michelle	\$354.96		
	Invoice		Date	Description		Amount			
	5913		05/17/2013	books		\$354.96			
12179	05/27/2013	Open			Accounts Payable	ScanAm Company	\$415.00		
	Invoice		Date	Description		Amount			
	43783		05/17/2013	svc to bfd doorbell		\$415.00			
12180	05/27/2013	Open			Accounts Payable	Scot Decal Co., Inc.	\$8,602.25		
	Invoice		Date	Description		Amount			
	25635		05/17/2013	2013/14 vehicle stickers/permits		\$8,602.25			
12181	05/27/2013	Open			Accounts Payable	Scout Electric Supply Co.	\$113.55		
	Invoice		Date	Description		Amount			
	154106		05/17/2013	electrical supplies		\$113.55			
12182	05/27/2013	Open			Accounts Payable	Secretary of State	\$101.00		
	Invoice		Date	Description		Amount			
	5713		05/17/2013	plate renewal-2001 Ford		\$101.00			
12183	05/27/2013	Open			Accounts Payable	Sign Up Sign Co.	\$180.00		
	Invoice		Date	Description		Amount			
	13114		05/20/2013	battle of the bands banner		\$180.00			
12184	05/27/2013	Open			Accounts Payable	Staples Advantage	\$139.24		
	Invoice		Date	Description		Amount			
	3199072037		05/17/2013	office supplies		\$87.36			
	3199072038		05/17/2013	office supplies		\$51.88			
12185	05/27/2013	Open			Accounts Payable	State Treasurer	\$4,116.84		
	Invoice		Date	Description		Amount			
	39973		05/17/2013	vlg share-traffic signal maint		\$4,116.84			
12186	05/27/2013	Open			Accounts Payable	Streicher's	\$149.96		
	Invoice		Date	Description		Amount			
	11010077		05/21/2013	fiat uniform-Kevin Hartnett		\$149.96			
12187	05/27/2013	Open			Accounts Payable	Suburban Laboratories, Inc.	\$570.00		
	Invoice		Date	Description		Amount			
	27665		05/21/2013	coliform test-IEPA		\$130.00			
	27262		05/17/2013	coliform test for IEPA		\$440.00			
12188	05/27/2013	Open			Accounts Payable	Third Millennium Associates, Inc	\$612.39		
	Invoice		Date	Description		Amount			
	15715		05/17/2013	water bill processing		\$612.39			

Village of Brookfield

# Corporate Warrant - 5/27/13

From Payment Date: 5/14/2013 - To Payment Date: 5/27/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
12189	05/27/2013	Open			Accounts Payable	Thompson Elevator Inspection Service Inc.	\$858.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	13-1330		05/17/2013		18 semi-annual elevator inspections/certificates		\$858.00		
12190	05/27/2013	Open			Accounts Payable	Tifco Industries	\$384.63		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	70853949		05/17/2013		nylon cable ties/steel ribbed rivet nut asst		\$384.63		
12191	05/27/2013	Open			Accounts Payable	Tischler Finer Foods	\$186.96		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	2013-0501		05/17/2013		coffee for fire dept		\$186.96		
12192	05/27/2013	Open			Accounts Payable	Tracy , Mel	\$488.64		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	122612		05/17/2013		6 prs binoculars & field guides for nature walks		\$488.64		
12193	05/27/2013	Open			Accounts Payable	Traffic Control & Protection	\$257.90		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	76950		05/21/2013		B resident parking signs		\$257.90		
12194	05/27/2013	Open			Accounts Payable	Traffic Control Corporation	\$895.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	58836		05/21/2013		emitter, high priority, opticom		\$895.00		
12195	05/27/2013	Open			Accounts Payable	Unifirst Corporation	\$300.71		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	874294		05/21/2013		dpw uniforms		\$148.89		
	872845		05/17/2013		dpw uniforms		\$151.82		
12196	05/27/2013	Open			Accounts Payable	Village of Downers Grove	\$1,350.40		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	084165		05/17/2013		medical ins premium-R. Ginex-June 2013		\$1,350.40		
12197	05/27/2013	Open			Accounts Payable	Wentworth Tire Service	\$2,571.94		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	423312		05/17/2013		tires for #16		\$1,908.76		
	423343		05/17/2013		tires for squads		\$663.18		
12198	05/27/2013	Open			Accounts Payable	Westfield Ford	\$149.83		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	135357		05/17/2013		parts for #471		\$149.83		
12199	05/27/2013	Open			Accounts Payable	Wholesale Direct Inc.	\$958.55		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	199953		05/17/2013		shovel holders		\$265.55		
	199856		05/17/2013		shovel holder		\$35.54		
	199823		05/17/2013		shoe kits		\$231.42		
	199930		05/21/2013		left/right hand brakes		\$426.04		
12200	05/27/2013	Open			Accounts Payable	Wojtaszek, Andrew	\$2,000.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	5713		05/17/2013		parkway/street bond refund-4234 Custer		\$2,000.00		
12201	05/27/2013	Open			Accounts Payable	Wolf, Karen	\$20.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	5613		05/20/2013		refund-cancelled yoga programs		\$20.00		

Village of Brookfield

# Corporate Warrant - 5/27/13

From Payment Date: 5/14/2013 - To Payment Date: 5/27/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
12202	05/22/2013	Open			Accounts Payable	Village of Brookfield - petty cash	\$294.20		
	Invoice		Date	Description		Amount			
	52213		05/22/2013	pd petty cash		\$294.20			
12203	05/23/2013	Open			Accounts Payable	Robbins, Michelle	\$3,600.00		
	Invoice		Date	Description		Amount			
	5913a		05/23/2013	tuition reimbursement		\$3,600.00			
12204	05/23/2013	Open			Accounts Payable	ILCMA	\$132.50		
	Invoice		Date	Description		Amount			
	51413		05/23/2013	membership fee-Daniel Kaup		\$132.50			
Type Check Totals:					132 Transactions		\$448,093.97		
EFT									
80	05/17/2013	Open			Accounts Payable	Village of Brookfield	\$306,959.52		
	Invoice		Date	Description		Amount			
	2013-00000342		05/17/2013	salaries		\$306,959.52			
81	05/17/2013	Open			Accounts Payable	Village of Brookfield	\$11,071.25		
	Invoice		Date	Description		Amount			
	2013-00000343		05/17/2013	fica/medicare		\$11,071.25			
82	05/17/2013	Open			Accounts Payable	Village of Brookfield	\$282.68		
	Invoice		Date	Description		Amount			
	2013-00000344		05/17/2013	payroll-sui		\$282.68			
Type EFT Totals:					3 Transactions		\$318,313.45		
PFC - PUBLIC FUND CHECKING Totals									

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	130	\$444,361.47	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	2	\$3,732.50	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	132	\$448,093.97	\$0.00
EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	3	\$318,313.45	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	3	\$318,313.45	\$0.00
All	Status	Count	Transaction Amount	Reconciled Amount
	Open	133	\$762,674.92	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	2	\$3,732.50	\$0.00
	Stopped	0	\$0.00	\$0.00

**Corporate Warrant - 5/27/13**

From Payment Date: 5/14/2013 - To Payment Date: 5/27/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
Grand Totals:					Total		135	\$766,407.42	\$0.00
					<b>Checks</b>	<b>Status</b>	<b>Count</b>	<b>Transaction Amount</b>	<b>Reconciled Amount</b>
						Open	130	\$444,361.47	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	2	\$3,732.50	\$0.00
						Stopped	0	\$0.00	\$0.00
						<b>Total</b>	<b>132</b>	<b>\$448,093.97</b>	<b>\$0.00</b>
					<b>EFTs</b>	<b>Status</b>	<b>Count</b>	<b>Transaction Amount</b>	<b>Reconciled Amount</b>
						Open	3	\$318,313.45	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	0	\$0.00	\$0.00
						<b>Total</b>	<b>3</b>	<b>\$318,313.45</b>	<b>\$0.00</b>
					<b>All</b>	<b>Status</b>	<b>Count</b>	<b>Transaction Amount</b>	<b>Reconciled Amount</b>
						Open	133	\$762,674.92	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	2	\$3,732.50	\$0.00
						Stopped	0	\$0.00	\$0.00
						<b>Total</b>	<b>135</b>	<b>\$766,407.42</b>	<b>\$0.00</b>

ORDINANCE NO. 2013 -24

**AN ORDINANCE TO AUTHORIZE THE EXECUTION OF AN AGREEMENT WITH  
LUMQUEST LIGHTING, LLC FOR THE FURNISHING OF HIGH-EFFICIENCY LIGHT  
EMITTING DIODE STREETLIGHTS AND MANAGEMENT SERVICES BY AND  
BETWEEN LUMQUEST LIGHTING, LLC AND THE VILLAGE OF BROOKFIELD,  
ILLINOIS**

PASSED AND APPROVED BY  
THE PRESIDENT AND BOARD OF TRUSTEES  
THE 28<sup>TH</sup> DAY OF MAY 2013

Published in Pamphlet form by  
Authority of the Corporate  
Authorities of the Village of  
Brookfield, Illinois, this  
28<sup>th</sup> day of May 2013

ORDINANCE NO. 2013 – 24

**AN ORDINANCE TO AUTHORIZE THE EXECUTION OF AN AGREEMENT WITH LUMQUEST LIGHTING, LLC FOR THE FURNISHING OF HIGH-EFFICIENCY LIGHT EMITTING DIODE STREETLIGHTS AND MANAGEMENT SERVICES BY AND BETWEEN LUMQUEST LIGHTING, LLC AND THE VILLAGE OF BROOKFIELD, ILLINOIS**

**WHEREAS**, in the opinion of the majority of the corporate authorities of the Village of Brookfield, Illinois (the "Village"), it is advisable, necessary and in the public interest for the Village to replace 84 Village-owned metered street lights with 84 high-efficiency light emitting diode (LED) street lights (hereinafter the "Project") and obtain a rebate incentive reimbursement from the Department of Commerce and Economic Opportunity;

**WHEREAS**, the corporate authorities of the Village have authority, pursuant to Section 8-9-1 of the Illinois Municipal Code (65 ILCS 5/8-9-1) and Section, when it is in the best interests of the Village, to waive competitive bidding for public improvement projects if authorized by a vote of two-thirds of the trustees then holding office;

**WHEREAS**, the Village has requested a proposal from LumQuest Lighting, LLC to perform all of the work required for the replacement of 84 Village-owned metered street lights with 84 high-efficiency light emitting diode (LED) street lights and management services of the Project including assisting the Village in obtaining a Department of Commerce and Economic Opportunity rebate incentive reimbursement;

**WHEREAS**, Lumquest Lighting, LLC has submitted its proposal establishing the cost of the Project not to exceed Fifty Thousand Eight Hundred Eight and 91/100 Dollars (\$50,808.91) Dollars; and

**WHEREAS**, in the opinion of two-thirds of the corporate authorities of the Village, it is advisable, necessary and in the public interest that the Village waive newspaper



advertisement for bids, waive the procedure prescribed for the submission of competitive bids and solicit proposals in the open market for the purchase and installation of 84 high efficiency light emitting diode (LED) lights for the 84 Village-owned metered street lights and management services of the Project including assisting the Village in obtaining a Department of Commerce and Economic Opportunity rebate incentive reimbursement;

**NOW, THEREFORE, BE IT ORDAINED** by the Board of Trustees of the Village of Brookfield as follows:

**Section 1:** The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

**Section 2:** Not less than two-thirds of the corporate authorities of the Village hereby waive newspaper advertisement for bids, waive the procedure prescribed for the submission of competitive bids and solicitation of proposals in the open market for the purchase and installation of 84 high efficiency light emitting diode (LED) lights for the 84 Village-owned metered street lights and management services of the Project including assisting the Village in obtaining a Department of Commerce and Economic Opportunity rebate incentive reimbursement.

**Section 3:** The Agreement by and between LumQuest Lighting, LLC and the Village for a sum not to exceed Fifty Thousand Eight Hundred Eight and 91/100 Dollars (\$50,808.91) Dollars in connection with the work required for the replacement of 84 Village-owned metered street lights with 84 high-efficiency light emitting diode (LED) street lights and management services of the Project, including assisting the Village in obtaining a Department of Commerce and Economic Opportunity rebate incentive reimbursement, a

copy of which is attached hereto and made a part hereof as Exhibit "A," is hereby approved.

**Section 4:** The President shall be and is hereby authorized and directed to execute and the Village Clerk shall be and is hereby authorized and directed to attest and to place the municipal seal on the Agreement and to take all necessary steps to effectuate the terms thereof.

**Section 5:** This ordinance shall be effective immediately upon its approval by two-thirds of all the trustees holding office and adoption in accordance with law.

ADOPTED this 28<sup>th</sup> day of May 2013, pursuant to a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**ABSTENTION:** \_\_\_\_\_

APPROVED by me this 28<sup>th</sup> day of May 2013

\_\_\_\_\_  
Kit P. Ketchmark, President of the  
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office,  
and published in pamphlet form  
this 28<sup>th</sup> day of May 2013.

\_\_\_\_\_  
Cathy Edwards, Clerk of the Village  
of Brookfield, Cook County, Illinois

Exhibit "A"  
Agreement

**VILLAGE OF BROOKFIELD**  
**COOK COUNTY, ILLINOIS**  
**CONTRACT DOCUMENTS**  
**FOR**  
**LIGHT EMITTING DIODE (LED) STREET LIGHTING PROJECT**

---

May 28, 2013

OFFICE OF THE VILLAGE MANAGER  
BROOKFIELD MUNICIPAL BUILDING  
8820 BROOKFIELD AVENUE  
BROOKFIELD, ILLINOIS 60513  
(708) 485-7344

# VILLAGE OF BROOKFIELD

## LIGHT EMITTING DIODE (LED) STREET LIGHTING PROJECT

### TABLE OF CONTENTS

<u>Title</u>	<u>Number of Pages</u>
Contract .....	2
Contractor's Certification .....	3
Contract Bond .....	2
Check Sheets for Recurring Special Provisions.....	2
Special Provisions	
Specifications.....	1
Special Provisions.....	21
Exhibit A - Additional Insured Endorsement .....	1
Exhibit B - Additional Insured Endorsement.....	1
Exhibit C - Additional Insured Endorsement.....	1
Exhibit D – Certificate of Insurance Form .....	2
Exhibit E - Additional Insured Endorsement.....	1
Exhibit F – Cook County Prevailing Wage for May 2013 .....	6
Exhibit G – Instructions for Certified Payroll Form.....	4
Special Provision for Substance Abuse Prevention Program .....	1
Special Provision for Insurance .....	1

## CONTRACT

This Contract made this \_\_\_\_ day of \_\_\_\_\_, 2013 between the Village of Brookfield, the "Department," and LumQuest Energy Solutions, Ltd., the "Contractor," for the Village of Brookfield Light Emitting Diode (LED) Street Lighting Project.

The Contractor hereby agrees as hereinafter set forth:

1. For and in consideration of the payments to be made by the Department and the agreements set forth herein to be performed by the Contractor, and according to the terms of the Contract Bond, the Department and the Contractor agree that the Contractor at its own proper cost and expense shall perform the Work of the Light Emitting Diode (LED) Street Lighting Project, furnish all materials and labor necessary to complete the Work in full compliance with all of the terms and the requirements of this agreement, in strict compliance with the Specifications, Special Provisions and Contract Bond which are essential documents of and made a part of this Contract.

2. **A. Contract Sum**

The Department shall pay the Contractor for the performance of the Work, at the unit prices set forth below. The quantities shown herein are approximate only and are subject to increase or decrease. The Contractor shall receive, in full payment, the amount of the summation of the actual quantities, as finally determined, multiplied by the unit prices shown below:

Description	Unit	Quantity	Unit Price	Total
LUMINAIRE - CREE BXSP-A-0-2-H-P-A-U-Q XSP Series LED Street Light – Horizontal Tenon – Type II Luminaire	Luminaire	84	\$504.86798	\$42,408.91
Remove and replace existing street lighting luminaire with new luminaire.		84	\$100.00	\$8,400.00
Total				\$50,808.91

**B. Contract Time**

The Contractor shall complete the Work within **forty (40) calendar days** after the issuance of by the Village of a Notice to Proceed.

**C. Final Payment**

Final payment, constituting the entire unpaid balance of the contract sum, shall be paid by the Department to the Contractor as follows:

As soon as the work under this contract is completed and accepted by the Department, the Department will within thirty (30) days submit to the Village of Brookfield board of trustees a final estimate of payment. Within thirty (30) days after approval by the Village of Brookfield board of trustees of the final estimate of payment, payment will be issued to the Contractor.

3. **Assignment of Contract.** The Contract shall be deemed to be exclusive between Department and Contractor. This Contract shall not be assigned by the Contractor without first obtaining permission in writing from the Department. The Department may refuse to accept any substitute Contractor for any reason.



4. **Notices.** Written notices between Department and Contractor shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the above parties as follows:

a. If to Department:

Village of Brookfield  
8820 Brookfield Avenue  
Brookfield, Illinois 60513  
Attn: Mr. Riccardo F. Ginex, Village Manager

b. If to Contractor:

LumQuest Energy Solutions, Ltd.  
Two TransAm Plaza  
Suite 300  
Oakbrook Terrace, Illinois 60181  
Attn: Veronica Kosch, President

c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this contract requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.

5. **Entire Contract.** This Contract (including the contract documents) represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. In case of conflict between the terms contained herein and those contained in the General Conditions, the terms herein shall control. This Contract may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the Department and Contractor. This Contract is executed that day and year first written above.

Department: Village of Brookfield

Contractor: LumQuest Energy Solutions, Ltd.

By: \_\_\_\_\_  
Kit Ketchmark, Village President

By: \_\_\_\_\_  
Veronica Kosch, President

Attest:

Attest:

By: \_\_\_\_\_  
Cathy Edwards, Village Clerk

By: \_\_\_\_\_  
Eugene Carpino, Secretary

## CONTRACTOR'S CERTIFICATION

The assurances hereinafter made by LumQuest Energy Solutions, Ltd., the Contractor, are each a material representation of fact upon which reliance is placed by the Village of Brookfield in entering into the contract with the Contractor. The Village of Brookfield may terminate the contract if it is later determined that the Contractor rendered a false or erroneous assurance; and the surety providing the performance bond shall be responsible for the completion of the contract.

I, Veronica Kosch, hereby certify that I am the President of LumQuest Energy Solutions, Ltd., and as such hereby represent and warrant to the Village of Brookfield, a unit of local government, that the Contractor, if it is a partnership, its general partners, and if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

1. Not delinquent in the payment of taxes to the Illinois Department of Employment Security or the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
2. Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
3. Not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1.

In addition, the Contractor hereby represents and warrants to the Village of Brookfield, Illinois, as a condition of any agreement with the Village of Brookfield, Illinois, that the Contractor is under no legal prohibition on contracting with the Village of Brookfield, Illinois has no known conflicts of interest and further specifically certifies that:

1. The Contractor is not delinquent in any obligation to the Illinois Department of Employment Security;
2. The Contractor maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) by:

A. Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;
- (2) Specifying the actions that will be taken against employees for violations of such prohibition;
- (3) Notifying the employee that, as a condition of employment on this Contract, the employee will:
  - a. Abide by the terms of the statement;
  - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

B. Establishing a drug-free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;

- (2) The Contractor's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance program; and
- (4) The penalties that may be imposed upon employees for drug violations;

C. Making it a requirement to give a copy of the statement required by Subsection A to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;

D. Notifying the Village of Brookfield within ten (10) days after receiving notice under Paragraph A.3(b) from an employee or otherwise receiving actual notice of such conviction;

E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;

F. Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place; and

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

3. No Village of Brookfield officer, spouse or dependent child of a Village of Brookfield officer, agent on behalf of any Village of Brookfield officer or trust in which a Village of Brookfield officer, the spouse or dependent child of a Village of Brookfield officer or a beneficiary is a holder of any interest in the Contractor; or, if the Contractor's stock is traded on a nationally recognized securities market, that no Village of Brookfield officer, spouse or dependent child of a Village of Brookfield officer, agent on behalf of any Village of Brookfield officer or trust in which a Village of Brookfield officer, the spouse or dependent child of a Village of Brookfield officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any Village of Brookfield officer, spouse or dependent child of a Village of Brookfield officer, agent on behalf of any Village of Brookfield officer or trust in which a Village of Brookfield officer, the spouse or dependent child of a Village of Brookfield officer or a beneficiary is a holder of less than one percent (1%) of the Contractor, the Contractor has disclosed to the Village of Brookfield in writing the name(s) of the holder of such interest.

4. No officer or employee of Village of Brookfield has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Chapter 2, Article XIX of the Code of Ordinances of the Village of Brookfield.

5. The Contractor has not given to any officer or employee of Village of Brookfield any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Chapter 2, Article XIX of the Code of Ordinances of the Village of Brookfield.

6. In compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635) is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

7. Neither the Contractor nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Supplier and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person.

If any certification made by the Contractor changes or any term or condition on which a certification is based changes, which then renders the certification to be no longer valid, the Contractor shall so notify the Village of Brookfield in writing within seven (7) days.

Dated: May \_\_\_\_\_, 2013

Contractor: LumQuest Energy Solutions, Ltd.

By: \_\_\_\_\_  
Veronica Kosch, President

STATE OF ILLINOIS            )  
  ) ss.  
COUNTY OF DUPAGE         )

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Veronica Kosch, known to me to be the President of LumQuest Energy Solutions, Ltd. appeared before me this day in person and, being first duly sworn on oath, acknowledged that she executed the foregoing certification as her free act and deed and as the authorized free act and deed of LumQuest Energy Solutions, Ltd.

Dated: May \_\_\_\_\_, 2013

\_\_\_\_\_  
Notary Public

**CONTRACT BOND**

WE, LumQuest Energy Solutions, Ltd., as Principal, and

\_\_\_\_\_ as Surety

*(Name of Surety)*

are held and firmly bound unto the Village of Brookfield in the penal sum of Fifty Thousand Eight Hundred Eight and 91/100 Dollars (\$50,808.91), lawful money of the United States, well and truly to be paid unto Village of Brookfield, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the Village of Brookfield this sum under the conditions of this instrument.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that the said Principal has entered into a written contract with the Village of Brookfield acting through its awarding authority for the performance of work on the captioned contract and which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damage to any person, firm, company, or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any persons, firm, company, or corporation, to whom any money may be due from the Principal, subcontractor or otherwise, for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company, or corporation, for the recovery of any such money;

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to it for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the Village of Brookfield and its board of trustees harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of said contract, then this obligation to be void, otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the said Principal and the said Surety have caused this instrument to be signed by their respective officers and their corporate seals to be hereunto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2013 A.D.

**PRINCIPAL:** LumQuest Energy Solutions, Ltd.

By: \_\_\_\_\_  
Veronica Kosch, President

**SURETY:**

\_\_\_\_\_  
*(Name of Surety)*

By: \_\_\_\_\_  
Signature of Attorney-in-Fact

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public in and for said county, do hereby certify that Veronica Kosch, President of LumQuest Energy Solutions, Ltd. and

\_\_\_\_\_ of \_\_\_\_\_  
(Name of individual signing on behalf of Surety) (Name of Surety)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of Principal and Surety, appeared before me this day in person and acknowledged, respectively, that they signed, sealed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notary seal this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2013.

Notary Public

My commission expires \_\_\_\_\_, 201\_\_.



CHECK SHEET  
FOR  
RECURRING SPECIAL PROVISIONS

Adopted January 1, 2013

The following RECURRING SPECIAL PROVISIONS indicated by an "X" are applicable to this contract and are included by reference:

<u>CHECK SHEET #</u>	<u>RECURRING SPECIAL PROVISIONS</u>	<u>PAGE NO.</u>
1	<input type="checkbox"/> Additional State Requirements For Federal-Aid Construction Contracts (Eff. 2-1-69) (Rev. 1-1-10) .....	35
2	<input type="checkbox"/> Subletting of Contracts (Federal-Aid Contracts) (Eff. 1-1-88) (Rev. 5-1-93) .....	38
3	<input type="checkbox"/> EEO (Eff. 7-21-78) (Rev. 11-18-80) .....	39
4	<input type="checkbox"/> Specific Equal Employment Opportunity Responsibilities Non Federal-Aid Contracts (Eff. 3-20-69) (Rev. 1-1-94) .....	49
5	<input type="checkbox"/> Required Provisions - State Contracts (Eff. 4-1-65) (Rev. 1-1-13) .....	54
6	<input type="checkbox"/> Asbestos Bearing Pad Removal (Eff. 11-1-03) .....	59
7	<input type="checkbox"/> Asbestos Waterproofing Membrane and Hot-Mix Asphalt Surface Removal (Eff. 6-1-89) (Rev. 1-1-09) .....	60
8	<input type="checkbox"/> Haul Road Stream Crossings, Other Temporary Stream Crossings, and In-Stream Work Pads (Eff. 1-2-92) (Rev. 1-1-98) .....	61
9	<input type="checkbox"/> Construction Layout Stakes Except for Bridges (Eff. 1-1-99) (Rev. 1-1-07) .....	62
10	<input type="checkbox"/> Construction Layout Stakes (Eff. 5-1-93) (Rev. 1-1-07) .....	65
11	<input type="checkbox"/> Use of Geotextile Fabric for Railroad Crossing (Eff. 1-1-95) (Rev. 1-1-07) .....	68
12	<input type="checkbox"/> Subsealing of Concrete Pavements (Eff. 11-1-84) (Rev. 1-1-07) .....	70
13	<input type="checkbox"/> Hot-Mix Asphalt Surface Correction (Eff. 11-1-87) (Rev. 1-1-09) .....	74
14	<input type="checkbox"/> Pavement and Shoulder Resurfacing (Eff. 2-1-00) (Rev. 1-1-09) .....	76
15	<input type="checkbox"/> PCC Partial Depth Hot-Mix Asphalt Patching (Eff. 1-1-98) (Rev. 1-1-07) .....	77
16	<input type="checkbox"/> Patching with Hot-Mix Asphalt Overlay Removal (Eff. 10-1-95) (Rev. 1-1-07) .....	79
17	<input type="checkbox"/> Polymer Concrete (Eff. 8-1-95) (Rev. 1-1-08) .....	80
18	<input type="checkbox"/> PVC Pipeliner (Eff. 4-1-04) (Rev. 1-1-07) .....	82
19	<input type="checkbox"/> Pipe Underdrains (Eff. 9-9-87) (Rev. 1-1-07) .....	83
20	<input type="checkbox"/> Guardrail and Barrier Wall Delineation (Eff. 12-15-93) (Rev. 1-1-12) .....	84
21	<input type="checkbox"/> Bicycle Racks (Eff. 4-1-94) (Rev. 1-1-12) .....	88
22	<input type="checkbox"/> Temporary Modular Glare Screen System (Eff. 1-1-00) (Rev. 1-1-07) .....	90
23	<input type="checkbox"/> Temporary Portable Bridge Traffic Signals (Eff. 8-1-03) (Rev. 1-1-07) .....	92
24	<input type="checkbox"/> Work Zone Public Information Signs (Eff. 9-1-02) (Rev. 1-1-07) .....	94
25	<input type="checkbox"/> Night Time Inspection of Roadway Lighting (Eff. 5-1-96) .....	95
26	<input type="checkbox"/> English Substitution of Metric Bolts (Eff. 7-1-96) .....	96
27	<input type="checkbox"/> English Substitution of Metric Reinforcement Bars (Eff. 4-1-96) (Rev. 1-1-03) .....	97
28	<input type="checkbox"/> Calcium Chloride Accelerator for Portland Cement Concrete (Eff. 1-1-13) .....	98
29	<input type="checkbox"/> Portland Cement Concrete Inlay or Overlay for Pavements (Eff. 11-1-08) (Rev. 1-1-13) .....	99
30	<input type="checkbox"/> Quality Control of Concrete Mixtures at the Plant (Eff. 8-1-00) (Rev. 1-1-11) .....	102
31	<input type="checkbox"/> Quality Control/Quality Assurance of Concrete Mixtures (Eff. 4-1-92) (Rev. 1-1-11) .....	110
32	<input type="checkbox"/> Digital Terrain Modeling for Earthwork Calculations (Eff. 4-1-07).....	122

CHECK SHEET  
FOR  
LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS

Adopted January 1, 2013

The following LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS indicated by an "X" are applicable to this contract and are included by reference:

LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS

<u>CHECK SHEET #</u>		<u>PAGE NO.</u>
LRS 1	<b>Reserved</b> .....	125
LRS 2	<input type="checkbox"/> Furnished Excavation (Eff. 1-1-99) (Rev. 1-1-07).....	126
LRS 3	<input type="checkbox"/> Work Zone Traffic Control (Eff. 1-1-99) (Rev. 1-1-10) .....	127
LRS 4	<input type="checkbox"/> Flaggers in Work Zones (Eff. 1-1-99) (Rev. 1-1-07) .....	128
LRS 5	<input type="checkbox"/> Contract Claims (Eff. 1-1-02) (Rev. 1-1-07).....	129
LRS 6	<input type="checkbox"/> Bidding Requirements and Conditions for Contract Proposals (Eff. 1-1-02) (Rev. 1-1-13).....	130
LRS 7	<input type="checkbox"/> Bidding Requirements and Conditions for Material Proposals (Eff. 1-1-02) (Rev. 1-1-13).....	136
LRS 8	<b>Reserved</b> .....	142
LRS 9	<input type="checkbox"/> Bituminous Surface Treatments (Eff. 1-1-99) (Rev. 1-1-11).....	143
LRS 10	<b>Reserved</b> .....	144
LRS 11	<input checked="" type="checkbox"/> Employment Practices (Eff. 1-1-99).....	145
LRS 12	<input checked="" type="checkbox"/> Wages of Employees on Public Works (Eff. 1-1-99) (Rev. 1-1-13) .....	147
LRS 13	<input checked="" type="checkbox"/> Selection of Labor (Eff. 1-1-99)(Rev. 1-1-12) .....	149
LRS 14	<input type="checkbox"/> Paving Brick and Concrete Paver Pavements and Sidewalks (Eff. 1-1-04) (Rev. 1-1-09) .....	150
LRS 15	<input type="checkbox"/> Partial Payments (Eff. 1-1-07) .....	153
LRS 16	<input type="checkbox"/> Protests on Local Lettings (Eff. 1-1-07) (Rev. 1-1-13).....	154
LRS 17	<input checked="" type="checkbox"/> Substance Abuse Prevention Program (Eff. 1-1-08)(Rev. 1-8-08) .....	155
LRS 18	<input type="checkbox"/> Multigrade Cold Mix Asphalt (Eff. 1-1-07) (Rev. 1-1-13).....	156

**VILLAGE OF BROOKFIELD  
LIGHT EMITTING DIODE (LED) STREET LIGHTING PROJECT**

**SPECIFICATIONS**

**DESCRIPTION OF IMPROVEMENT**

The Work will consist of the removal and replacement eight-four (84) existing street lighting luminaires which are on metered service with Commonwealth Edison with CREE BXSP-A-0-2-H-P-A-U-Q XSP Series LED Street Light – Horizontal Tenon – Type II Luminaires in Village of Brookfield, Cook County, Illinois.

**STANDARD SPECIFICATIONS**

The “Standard Specifications for Road and Bridge Construction,” adopted January 1, 2012, as amended by the ERRATA to the Standard Specifications for Road and Bridge Construction, adopted January 1, 2013 (hereinafter referred to as the “Standard Specifications for Road and Bridge Construction” and the “National Manual on Uniform Traffic Control Devices for Streets and Highways” (December 2009 Edition) supplemented by the “Illinois Supplement to the National Manual on Uniform Traffic Control Devices for Streets and Highways” (2009 Edition) issued by the Illinois Department of Transportation are hereby incorporated by reference and shall apply to and govern the performance of the Contract for the Village of Brookfield Light Emitting Diode (LED) Street Lighting Project in Cook County, Illinois.

Those Recurring Special Provisions and Recurring Local Roads and Streets Special Provisions, adopted January 1, 2013, indicated on the Check Sheet included herein supplement the Standard Specifications for Road and Bridge Construction, the Bureau of Design and Environment (BDE) Special Provisions, indicated on the Check Sheet included herein, the Local Roads Special Provisions, LR 105, “Cooperation with Utilities”; LR 107-4, “Insurance”; LR 107-5 “Substance Abuse Prevention Program” and the “Manual for Materials Inspection,” March 25, 2011, all issued by the State of Illinois, Department of Transportation are hereby incorporated by reference and shall apply to and govern the performance of the Contract for the Village of Brookfield Light Emitting Diode (LED) Street Lighting Project in Cook County, Illinois.

**VILLAGE OF BROOKFIELD  
LIGHT EMITTING DIODE (LED) STREET LIGHTING PROJECT**

**SPECIAL PROVISIONS**

The following special provisions supplement the “Standard Specifications for Road and Bridge Construction,” adopted January 1, 2012, as amended by the ERRATA to the Standard Specifications for Road and Bridge Construction, adopted January 1, 2013 (hereinafter referred to as the “Standard Specifications for Road and Bridge Construction,” those Recurring Special Provisions and Recurring Local Roads and Streets Special Provisions, adopted January 1, 2013, indicated on the Check Sheet included herein supplement the Standard Specifications for Road and Bridge Construction, the Bureau of Design and Environment (BDE) Special Provisions, indicated on the Check Sheet included herein, the Local Roads Special Provisions, LR 105, “Cooperation with Utilities”; LR 107-4, “Insurance”; LR 107-5 “Substance Abuse Prevention Program” and the “Manual for Materials Inspection,” March 25, 2011, all issued by the State of Illinois, Department of Transportation and the “National Manual on Uniform Traffic Control Devices for Streets and Highways” (December 2009 Edition) supplemented by the “Illinois Supplement to the National Manual on Uniform Traffic Control Devices for Streets and Highways” (2009 Edition) issued by the Illinois Department of Transportation. In case of conflict with any part, or parts, of said Specifications, the Special Provisions shall take precedence and shall govern.

**DIVISION 100. GENERAL REQUIREMENTS AND COVENANTS**

**SECTION 1.01 DEFINITION OF TERMS**

**101.14 Department.** *Delete Article 101.14 of the Standard Specifications for Road and Bridge Construction and substitute the following:*

**101.14 Department.** Unless the context indicates otherwise, Department shall mean the “Village” which shall mean the Village of Brookfield, Illinois.

**101.16 Engineer.** *Delete Article 101.16 of the Standard Specifications for Road and Bridge Construction and substitute the following:*

**101.16 Engineer.** The Village of Brookfield Village Manager.

**101.19 Inspector.** *Delete Article 101.19 of the Standard Specifications for Road and Bridge Construction and substitute the following:*

**101.19 Inspector.** The Village of Brookfield Director of Public Works, acting as the authorized representative of the Village of Brookfield, Illinois assigned to make inspections of any or all portions of the work or material.

**101.34 Resident Engineer/Resident Technician.** *Delete Article 101.34 of the Standard Specifications for Road and Bridge Construction and substitute the following:*

**101.34 Resident Engineer/Resident Technician.** The Village of Brookfield Director of Public Works, acting as the authorized representative of the Village of Brookfield, Illinois, in immediate

charge of the engineering details of the project.

**101.44 State.** *Delete Article 101.44 of the Standard Specifications for Road and Bridge Construction and substitute the following:*

**101.44 State.** The Village of Brookfield, Illinois.

## **SECTION 102. ADVERTISEMENT, BIDDING, AWARD AND CONTRACT EXECUTION**

**102.01 Procedures to be in Accordance with Rules.** *Delete Article 102.01 of the Standard Specifications for Road and Bridge Construction.*

**SECTION 103. CONTRACT REQUIREMENTS** *Delete Section 103 of the Standard Specifications for Road and Bridge Construction and substitute the following:*

**103.01 Familiarity with Contract Requirements.** Prior to execution of the Contract, the Contractor:

**103.01.01** has carefully examined the provisions of the Contract, inspected in detail the observable conditions at the site of the proposed Project, investigated and become familiar with local legal requirements affecting the Contract and is fully acquainted with the detailed requirements of the Work;

**103.01.02** agrees, subject to the terms and conditions of the Contract Documents, to be responsible for all errors or additional costs resulting from the Contractor's failure or neglect to make reasonable examinations or gain a reasonable understanding of the Contract requirements.

**103.02 Certifications.** The executed Contract shall be accompanied by Contractor's Certification in the form attached hereto as Exhibit "A." The Contractor shall certify the following:

**103.02.01 Illinois Taxes.** The Contractor shall certify that if it is a partnership, it is not and its general partners are not, and, if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.

**103.02.02 Bid Rigging.** The Contractor shall certify that, if it is a partnership, it has not and its general partners have not and, if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors have not been barred from contracting with a unit of state or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961.

**103.02.03 Drug-free Workplace.** The Contractor shall certify that it will provide a drug-free workplace by:

**103.02.03.01** Publishing a statement:

**103.02.03.01.01** Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the Contractor's workplace;

**103.02.03.01.02** Specifying the actions that will be taken against employees for violations of such prohibition;

**103.02.03.01.03** Notifying the employee that, as a condition of employment on such Contract, the employee will:

**103.02.03.01.03.01** abide by the terms of the statement; and

**103.02.03.01.01.02** notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

**103.02.03.02** Establishing a drug-free awareness program to inform employees about:

**103.02.03.02.01** the dangers of drug abuse in the workplace;

**103.02.03.02.02** the Contractor's policy of maintaining a drug-free workplace;

**103.02.03.02.03** any available drug counseling, rehabilitation, and employee assistance program; and

**103.02.03.02.04** the penalties that may be imposed upon employees for drug violations;

**103.02.03.03** Making it a requirement to give a copy of the statement required by subparagraph 103.02.03.01.03 to each employee engaged in the performance of the Contract and to post the statement in a prominent place in the workplace;

**103.02.03.04** Notifying the Village within ten (10) days after receiving notice under subparagraph 103.02.03.01.01.02 from an employee or otherwise receiving actual notice of such conviction;

**103.02.03.05** Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;

**103.02.03.06** Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;

**103.02.03.07** Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

**103.02.04** Educational Loan. The Contractor shall certify that if it is an individual, that it is, if it is a partnership, its general partners are, and, if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are, not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.

**103.02.05 Prohibited Interest in Contract.** The Contractor shall certify that:

**103.02.05.01** no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of any interest in the Contractor, or

**103.02.05.02** if the Contractor's stock is traded on a nationally recognized securities market, that no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of less than one percent (1%) of such Contractor, the Contractor has disclosed to the Village in writing the name(s) of the holder of such interest.

**103.02.06 Gift Ban.** The Contractor shall certify that:

**103.02.06.01** no officer or employee of the Village has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Chapter 2, Article XIX of the Code of Ordinances of the Village of Brookfield; and

**103.02.06.02** the Contractor has not given to any officer or employee of the Village any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Chapter 2, Article XIX of the Code of Ordinances of the Village of Brookfield.

**103.02.07 Substance Abuse.** The Contractor shall certify that in compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), the Contractor is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

**103.02.08 Patriot Act.** The Contractor shall certify that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

**103.03 Contract Bond.** The Contractor shall furnish a performance bond and a labor and material payment bond with good and sufficient sureties in the full amount of the Contract as the penal sum in a form acceptable to the Village. (See the Public Construction Bond Act [30 ILCS 550].) The surety shall be acceptable to the Village, shall waive notice of any changes and extensions of time.

## **SECTION 104. SCOPE OF WORK**

**104.01 Intent of the Contract.** *Add the following to Article 104.01 of the Standard Specifications for Road and Bridge Construction:*

**104.01.01** The work for this project shall consist of single contract for all materials, equipment, labor, tools, and necessary apparatus required and all collateral work needed to complete the project as specified herein. In general, the work shall be performed at various locations throughout the Village of Brookfield. It is the Contractor's responsibility to verify the existing conditions.

**104.01.02** The contract is a unit price contract. Any items for which there is not a pay item contained in the Contract shall be considered incidental to the Contract.

**104.02 Alterations, Cancellations, Extensions, Deductions and Extra Work.** *Add the following to Article 104.02 of the Standard Specifications for Road and Bridge Construction:*

**104.01.02** All changes in work shall be executed under the conditions of the original Contract, except that any claims for extension of time caused thereby shall be adjusted at the time of the change is ordered. An extension of time shall be the Contractor's sole remedy for any delay caused by changes in the work unless such delay has been caused by acts constituting intentional interference by the Village with the Contractor's performance of the work; however, the Village's exercise of its rights to make changes in the work pursuant to the contract documents, regardless of the extent or number of such changes, or the Village's exercise of any of its remedies to suspend the work or require correction of defective work, shall not under any circumstances be construed as intentional interference with the Contractor's performance of the work. Except for minor changes in the work for which the Engineer gives oral direction, or in an emergency endangering life or property, no extra work or change in the work shall be made except upon the written order of the Engineer, and no claim for an addition to the Contract Sum shall be valid unless so ordered. No course of conduct or dealings between the parties, no express or implied acceptance of alterations or additions to the work, and no claim that the Village has been unjustly enriched by any alteration or addition to the work, shall be the basis of any claim to an increase in any amounts due under the contract or a change in any time period provided for in the contract documents.

The value of any such change in the work shall be determined according to Article 109.04. The Contractor shall proceed with the work under the order of the Engineer. Pending final determination of the value of any change in work, partial progress payments on account of changes ordered by the Engineer shall be based on the Engineer's estimate. Prior to final payment, the Engineer shall certify the amount due to the Contractor, including reasonable allowances for overhead and profit.

## **SECTION 105. CHANGES IN THE WORK**

**105.01 Authority of the Engineer.** *Add the following to Article 105.01 of the Standard Specifications for Road and Bridge Construction:*



**105.01.01** The Village Manager, may order extra work or make changes by altering, adding to, or deducting from the work, at the Engineer's initiation or upon the request of the Contractor. Authority to authorize work or approve changes which do not increase the amount payable to the Contractor or which increase the amount payable to the Contractor by not more than \$20,000.00 may be exercised by a written change order of the Village Manager. Authority to increase the amount payable to the Contractor in all other instances or to extend the Contract time may only be exercised by written change order signed by the Mayor and authorized by a due and proper vote of the Village board of trustees.

## **SECTION 107. LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC**

**107.01 Laws to be Observed.** *Add the following to Article 107.01 of the Standard Specifications for Road and Bridge Construction:*

**107.01.01 Sexual Harassment Policy.** The Contractor shall have in place and shall enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

**107.01.02 Eligibility for Employment in the United States.** The Contractor shall complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form shall be used by the Contractor to verify that persons employed by the Contractor are eligible to work in the United States.

**107.01.03 Civil Rights.** The Contractor shall comply with the Civil Rights Act of 1964, as amended, and Title 49, Code of Federal Regulations, part 21.

**107.01.04 Foreign Corporation.** Foreign (non-Illinois) corporations shall procure from the Illinois Secretary of State a certificate of authority to transact business in Illinois in accordance with 805 ILCS 5/13.

**107.01.05 Confidentiality of Information.** Any documents, data, records, or other information relating to the project and all information secured by the Contractor from the Village in connection with the performance of services, unless in the public domain, shall be kept confidential by the Contractor and shall not be made available to third parties without written consent of the Village, unless so required by court order.

**107.08 Sanitary Provisions.** *Add the following to Article 107.08 of the Standard Specifications for Road and Bridge Construction:*

**107.08.01** The Contractor shall, at the beginning of the work, provide on the premises an acceptable, suitable, temporary convenience and enclosure for the use of the workers on the job and shall maintain same in a sanitary condition, and remove same and all its contents at the completion of the work.

**107.09 Public Convenience and Safety.** *Add the following to Article 107.09 of the Standard Specifications for Road and Bridge Construction:*

**107.09.01** The Contractor shall exercise every precaution at all times for the protection of persons and properties. The safety provisions of all applicable laws and ordinances shall be strictly observed.

The Contractor shall erect substantial barricades to protect his work at all points deemed necessary. The Contractor shall place at such points the necessary warning signs, amber lights, and other suitable devices to protect its work properly and to provide for the convenience and safety of the public at all times. The Contractor shall maintain such barricades, signs, light and protective devices as deemed necessary. Cost of erection and maintenance of the barricades shall be incidental to the Contract. When suitable, the Village will install all necessary barricades to protect the public. The charges for the placing of barricades shall be charged to the Contractor at the rate currently in effect by the Village and on file with the Village and deducted from all invoices due under the Contract.

**107.14 Maintenance of Traffic.** *Add the following to Article 107.14 of the Standard Specifications for Road and Bridge Construction:*

**107.14.01** The Contractor shall conduct the work on this project at all times in such a manner and in such sequence as will assure the least interference with traffic on all streets where pavements are to be constructed, on cross streets, and at private driveway entrances. The Village reserves the right to require the Contractor to complete sufficient work in a section of the project that will result in the restoration of daily traffic and permit accessibility to private driveway entrances before work is started on any additional sections of the project.

**107.14.02** The Contractor shall The Contractor shall make provisions so far as practicable at all cross streets and private driveways for the free passage of vehicles and foot passengers by bridges or otherwise. Neither the materials excavated nor the materials or equipment used in the construction of the work shall be so placed as to endanger the work, or prevent free access to all fire hydrants, water valves, gas valves, manholes, fire alarms or police call boxes in the vicinity.

The Contractor shall provide and maintain proper barricades, fences, signal lights and watchmen to properly protect the work, persons, animals, and the property against injury.

The Village reserves the right to remedy any neglect on the part of the Contractor as regards to the protection of the work after twenty-four (24) hours' notice in writing; except in cases of emergency when it shall have the right to remedy any neglect without notice, and in either case to deduct the cost of such remedy from any money due or to become due the Contractor.

**107.14.03** The Contractor shall advise the Police and Fire Departments daily as to what streets, if any, are to be closed so that they can reroute their emergency vehicles.

**107.16 Equipment on Pavement and Structures.** *Add the following to Article 107.16 of the Standard Specifications for Road and Bridge Construction:*

**107.16.01** No vehicle of any kind shall be placed, parked or operated upon or over any sodded areas at any time except as authorized by the Engineer or his authorized representative.

**107.26 Indemnification.** *Delete the first paragraph of Article 107.26 of the Standard Specifications for Road and Bridge Construction and substitute the following:*

**107.26 Indemnification.** To the fullest extent permitted by law, the Contractor shall be responsible for any and all injuries to persons or damages to property due to the negligent or willful act or omission of the Contractor arising or in consequence of the performance of the Work by the Contractor. The Contractor hereby agrees to defend, indemnify and hold harmless the Village, its officials, agents and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the Village, its officials, agents and employees, due to the negligent or willful act or omission of the Contractor arising in or in consequence of the performance of this work by the Contractor. The Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefor or incurred in connection therewith; and, if any judgment shall be rendered against the Village, its officials, agents and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the Contractor to indemnify the Village, its officials, agents and employees for their own negligent acts or omissions.

**107.27 Insurance.** *Add the following to Article 107.27 of the Standard Specifications for Road and Bridge Construction:*

**107.27.1 Minimum Scope of Insurance.**

Coverage shall be at least as broad as:

A. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the member named as additional insured, on a form at least as broad as the attached sample endorsement including ISO Additional Insured Endorsement CG 2010 (Exhibit A) Pre-2004 version, CG 2026 (Exhibit B) Pre-2004 version.

B. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."

C. Workers' Compensation as required by the Workers' Compensation Act of the State of Illinois and Employers' Liability insurance.

**107.27.2 Deductibles and Self-Insured Retentions.**

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officials, agents, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

**107.27.3 Other Insurance Provisions.**

The policies are to contain, or be endorsed to contain, the following provisions:

**107.27.3.1 General Liability and Automobile Liability Coverages.**

A. The Village, its officials, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees and volunteers.

B. The Contractor's insurance coverage shall be primary as respects the member, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the member, its officials, agents, employees and volunteers shall be in excess of Contractor's insurance and shall not contribute with it.

C. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees and volunteers.

D. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

E. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the Village, its officials, agents, employees and volunteers as additional insureds.

F. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

#### **107.27.3.2 Workers' Compensation and Employers' Liability Coverage.**

A. The insurer shall agree to waive all rights of subrogation against the Village, its officials, agents, employees and volunteers for losses arising from work performed by Contractor.

#### **107.27.4 Verification of Coverage.**

The Contractor shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees and volunteers as additional insureds (Exhibit "D"), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Village and are to be received and approved by the member before any work commences. The attached Additional Insured Endorsement (Exhibit "E") shall be provided to the insurer for its use in providing coverage to the additional insured. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the attached endorsement (Exhibit "E"), such as ISO Additional Insured Endorsements CG 2010 (Exhibit "A") or CG 2026 (Exhibit "B"). The Village reserves the right to request full, certified copies of the insurance policies and endorsements.

#### **107.27.5 Subcontractors.**

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**107.27.6 Assumption of Liability.**

The Contractor assumes liability for all injury to or death of any person or persons including employees of the contractor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this agreement.

**107.28 Contractor Safety Responsibility.** *Add the following to Article 107.28 of the Standard Specifications for Road and Bridge Construction:*

**107.28.01 Public Safety and Convenience.** The Contractor shall be solely responsible for the safety of persons, property, or the work at or adjacent to the construction site. All decisions relating to safe construction operations, the use and proper application of equipment and materials, and the protection of the general public from construction operations shall be the responsibility of the Contractor. The Contractor shall identify a qualified supervisor or superintendent in writing who shall have the authority to act on behalf of the Contractor relative to project safety issues. The supervisor or superintendent shall be present on the site at all times as required to maintain safe project operations.

In the event that the designated construction or safety supervisor or superintendent is absent from the site, the Contractor shall designate a substitute supervisor or superintendent to act in responsible charge of the work. Any changes in the designated construction supervisor or safety supervisor or superintendent shall be documented by written statement faxed to the Village Manager at the time of the change.

During its operations, the Contractor shall keep the site of the work and adjacent premises as free from material, debris, excessive dust, and rubbish as practical, and shall remove the same entirely and at once if, in the opinion of the Engineer, such material, debris, excessive dust, or rubbish constitutes a nuisance, a safety hazard, or is objectionable in any way to the public.

The Contractor shall be liable for damages to property, real or personal, which may arise from its operations under this contract. All existing structures in the vicinity of the work shall be protected against damage during performance of the work.

The Contractor, prior to the end of a day's work, shall fill all trenches, remove all excess dirt from the street, and clean the work area to the satisfaction of the Engineer. No barricades shall remain blocking the street unless approved by the Engineer.

All loss/damage claims to property as a result of the Contractor's work shall be reviewed by the Contractor and/or its insurance carrier within thirty (30) days after the Contractor receives the claim.

If the claim is denied in whole or part, the Contractor, or its insurance carrier must notify the property owner and the Village of the reasons for denial within thirty (30) days of receipt of the claim. If there are special circumstances that require more than thirty (30) days to process a claim, the property owner and the Village may be sent a notice within the thirty (30) day period explaining why more time is needed. In all circumstances, however, failure on the part of the Contractor or the Contractor's insurance carrier to process a claim within ninety (90) days of notification, will result in the Village determining the Contractor responsible for the claim and the Village shall, if need be, reimburse the property owner(s) for the claimed losses out of the Contractor's final payout.

Before the final acceptance of the work, the Contractor shall remove all temporary work, equipment, unused and useless materials, rubbish and debris, and shall leave the work site in a neat and presentable condition wherever his operations have disturbed conditions which existed at the time the work began. The cost of this clean-up shall be incidental to the contract.

**107.30 Contractor's Responsibility for Work.** *Add the following to Article 107.30 of the Standard Specifications for Road and Bridge Construction:*

**107.30.01** The Contractor shall, supervise and direct the work. The Contractor will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor will employ and maintain on the project a qualified construction supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor or superintendent shall have full authority to act on behalf of the Contractor. All communications given to the supervisor or superintendent shall be as binding as if given to the Contractor. The supervisor or superintendent shall be present on the site at all times as required to perform adequate supervision and coordination of the work, and shall have a copy of the Specifications on site at all times.

**107.31 Contractor's Responsibility for Utility Property and Services.** *Add the following to Article 107.31 of the Standard Specifications for Road and Bridge Construction:*

**107.31.01 Utilities.** Prior to starting construction, the Contractor shall request all public or private agencies to establish the location of their underground utilities within the site of work. Call J.U.L.I.E., 1-800-892-0123, two (2) working days (min.) in advance of any excavation. The Contractor will not be permitted to work without proper J.U.L.I.E. clearances. The Contractor is cautioned that the Village of Brookfield does not locate storm or sanitary sewer mains or services. The Village may mark sewer mains by specific request. The Contractor shall notify the Department of Public Works for the Village of Brookfield at least two (2) working days in advance of commencement of construction, for locations of its underground lines.

The Contractor shall make such exploration as is necessary to determine the exact location of all underground utilities, and shall exercise sufficient care to protect such utilities during the progress of work. If it becomes necessary to relocate any underground utilities, which are subject to franchise or permit granted by the Village, it shall be the responsibility of the utility company to make such relocation. It is the Contractor's responsibility to properly notify each utility agency in sufficient time so as to avoid interference with the progress of the work. No additional compensation shall be made to the contractor for down time for relocating or protecting any utility.

Utility services will be removed or relocated as required by the utility company in accordance with Article 105.07. The Contractor shall maintain utility services to any existing buildings in a manner as approved by the Engineer. Such services shall include all water lines, sanitary sewers, and storm sewers. If necessary, the Contractor shall construct and maintain flumes and bypasses as required at all relocated or replaced sanitary and storm sewers to maintain flow of such lines. Flumes and bypasses shall be designed with sufficient capacity to carry the maximum flow without restricting the flow in the existing sanitary and storm sewer. Plans and procedures shall be submitted to the Engineer for review before proceeding with the work.

**107.35 Construction Noise Restrictions.** *Add the following to Article 107.35 of the Standard Specifications for Road and Bridge Construction:*

**107.35.01** All engines and engine driven equipment used for hauling or construction shall be equipped with an adequate muffler in constant operation and properly maintained to prevent excessive or unusual noise.

**Construction shall be confined to a period beginning at 7:00 a.m. and ending at 6:00 p.m. Monday through Friday.** These time regulations shall not apply to maintenance or operation of safety and traffic control devices such as barricades, signs, and lighting; or to construction of an emergency nature.

Requests to modify or deviate from these requirements shall be submitted in writing by the Contractor and must be approved in writing by the Engineer.

**SECTION 108. PROSECUTION AND PROGRESS**

**108.02 Labor, Progress Schedule.** *Add the following to Article 108.02 of the Standard Specifications for Road and Bridge Construction:*

**108.02.01** The Contractor's attention is directed to Section 2.B of the Contract, the number of calendar days for completion of the work.

**108.03 Labor, Prosecution of the Work.** *Add the following to Article 108.03 of the Standard Specifications for Road and Bridge Construction:*

**108.03.01** The Contractor shall not begin work to be performed under the contract until the Village issues a Notice to Proceed.

**108.03.02** When the Contractor anticipates starting work, whether at the beginning of the contract or after any cessation of work, the Contractor shall, at least two (2) working days prior to the commencement of its work, notify the Village at (708) 485-2540 of its intention to do so.

**108.03.03** The Contractor shall meet with the Village no later than five (5) days prior to the scheduled start of construction to coordinate the Contractor's activities.

**108.03.04** The Work herein specified shall be prosecuted with such force as the Village may deem adequate to its completion within the time specified. If the rate at which the Work is performed is not, in the judgment of the Village, such as to insure its progress and completion in the time and manner herein specified, or if, at any time, the Contractor refuses or neglects to prosecute

the Work with the force sufficient in the opinion of the Village for its completion within the specified time, or if, in any event, the Contractor fails to proceed with the Work in accordance with the requirements and conditions of those specifications, the Village shall have full right and authority to take the work out of the hands of the Contractor and employ other workmen to complete the unfinished Work, or to re-let the same to other Contractors, and to deduct the expense occasioned by such default from any money that may be due and owing to the Contractor.

**108.05 Completion Date and Completion Date Plus Working Days.** *Add the following to Article 108.05 of the Standard Specifications for Road and Bridge Construction:*

**108.05.01** The contractor shall complete the work within forty (40) calendar days after the date of the Notice to Proceed unless additional time shall be granted by the Village in accordance with the provisions of the Specifications. In case of failure to complete the Work within the time described herein or within such extra time as may have been allowed by extensions, the Village shall withhold from such sums as may be due the Contractor under the terms of this contract, the costs as set forth in the Schedule of Deductions in Article 108.09 which costs will be considered and treated not as a penalty but as damages due the Village from the contractor by reasons of inconvenience and added costs to the Village resulting from the failure of the Contractor to complete the Work within the time specified in the contract.

**108.06 Labor, Methods, and Equipment.** *Add the following to Article 108.06 of the Standard Specifications for Road and Bridge Construction:*

**108.06.01 Overtime Work.** Except in connection with the safety or protection of persons, or the work, or property at the site or adjacent thereto, all work at the site shall be performed during regular working hours; and the Contractor will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday without the Engineer's written consent given after prior written notice. The erection (including excavation), demolition, alteration or repair of any building other than between the hours of 7:00 a.m. and 6:00 p.m. Monday through Saturday or between the hours of 10:00 a.m. and 6:00 p.m. on Sundays is prohibited, except in case of urgent necessity in the interest of public health and safety, and then only with a permit from the Village's Superintendent of Building Construction, which permit may be granted for a period not to exceed three days or less while the emergency continues and which permit may be renewed for periods of three days or less while the emergency continues. If the Village's Superintendent of Building Construction should determine that the public health and safety will not be impaired by the erection, demolition, alteration or repair of any building or the excavation of streets and highways within the hours of 6:00 p.m. and 7:00 a.m., and if he shall further determine that loss or inconvenience would result to any party in interest, he may grant permission for such work to be done within the hours of 6:00 p.m. and 7:00 a.m., upon application being made at the time the permit for the work is awarded or during the progress of the work.

**108.06.02 Steel Procurement.** The steel products, as defined in section 3 of the Steel Products Procurement Act (30 ILCS 565/3) used or supplied in the performance of this Contract or any subcontract shall be manufactured or produced in the United States unless the director of the Village certifies in writing that (a) the specified products are not manufactured or produced in the United States in sufficient quantities to meet the Village's requirements or cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the agency's requirements, or (b) obtaining the specified products, manufactured or produced in the United States



would increase the cost of the Contract by more than 10%, or the application of the Steel Products Procurement Act (30 ILCS 565/1 *et seq.*) is not in the public interest.

**108.06.03 Wages of Employees on Public Works.** All wages paid by the Contractor and each subcontractor shall be in compliance with the Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto. If the Illinois Department of Labor revises the wage rates, the revised rate as provided by the Village shall apply to this contract and the Contractor will not be allowed additional compensation on account of said revisions.

The Contractor and each subcontractor shall make and keep, for a period of not less than 3 years, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, and the starting and ending times of work each day.

The Contractor and each subcontractor shall submit monthly, in person, by mail, or electronically a certified payroll to the public body in charge of the project, except that the full social security number and home address shall not be included on the certified payroll. Instead, the certified payrolls shall include an identification number of each employee (*e.g.* the last four digits of the employee's social security number). The certified payroll shall consist of a complete copy of the records. The certified payroll shall be accompanied by a statement signed by the contractor or subcontractor that avers that:

- (i) such records are true and accurate;
- (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and
- (iii) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

Upon two business days' notice, the contractor and each subcontractor shall make available for inspection the records to the public body in charge of the project, its officers and agents, and to the Director of Labor and his deputies and agents at all reasonable hours at a location within this State. The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Village or the Illinois Department of Labor.

**108.09 Failure to Complete the Work on Time.** *Delete the Schedule of Deductions for Each Day of Overrun in the Contract Time of Article 108.09 of the Standard Specifications for Road and Bridge Construction and substitute the following:*

**108.09.01**

## SECTION 109. MEASUREMENT AND PAYMENT

**109.01 Scope of Payment.** *Add the following to Article 109.01 of the Standard Specifications for Road and Bridge Construction:*

**109.01.01** In the measurement and estimation of the quantities in any of the proposed work, no special customary or trade rate shall be considered, but only actual number, length, area, solid contents, or weight will govern.

**109.02 Scope of Payment.** *Add the following to Article 109.02 of the Standard Specifications for Road and Bridge Construction:*

**109.02.01 Taxes.** The Village of Brookfield is a unit of local government and is exempt from the payment of Retailers' Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax and the Service Use Tax in Illinois. No amount will be paid to the Contractor for the payment of these taxes.

**109.02.02 Payment Withheld.** The Village may withhold, or on account of subsequently discovered evidence, nullify the whole or part of any payment to such extent as may be necessary to protect itself from loss on account of:

1. Defective work not remedied.
2. Claims filed or reasonable evidence indicating probable filing of claims.
3. Failure of the Contractor to submit or properly complete the required documentation to support the payment.
4. Failure of the Contractor to make payments properly to subcontractors or for materials or labor.
5. Damage to other contractors' tools, materials, work or equipment.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

**109.07 Partial Payments and Retainage.** *Add the following to Article 109.07 of the Standard Specifications for Road and Bridge Construction:*

**109.07.01 Progress Payments.** No more frequently than one each month the Contractor may make a request for payment not less than fourteen (14) days before the first or third Monday of the month. Upon receipt of a request for payment from the Contractor, if the rate of progress is satisfactory to the Village, and if it appears that all claims for labor and materials are satisfied, the Engineer shall make a written estimate of the amount of work performed in accordance with Article 109.07 (a) of the value of the work satisfactorily completed and in place at the time of issuing such estimate less the amount of previous payments made to the Contractor. Upon approval of the amount by the Engineer, the Village shall inform the Contractor of the approved amount for which the necessary waivers of lien should be made. The Village will deduct from the amount so determined for the first fifty percent (50%) of the completed work a sum of ten percent (10%) to be

retained until after the completion of the entire work to the satisfaction of the Engineer. After fifty percent (50%) or more of the work is completed, the Engineer may, at the Engineer's discretion, certify the remaining partial payments without any further retention, provided that satisfactory progress is being made, and provided that the amount retained is not less than five percent (5%) of the total adjusted contract price. When the principal items of the work have been satisfactorily completed, a semi-final estimate may be made with the consent of the surety. Payment to the Contractor under such an estimate shall not exceed ninety percent (90%) of the amount retained after making partial payments, but in no event shall the amount retained after making the semi-final payment be less than one percent (1%) of the adjusted contract price, nor less than \$500.00.

**109.07.02 Progress Payments Documentation.** The Contractor shall supply and each Engineer's estimate shall be accompanied by the following, all in form and substance satisfactory to the Village:

(A) A duly executed and acknowledged sworn statement showing all Subcontractors with whom the Contractor has entered into subcontracts, the amount of each such subcontract, the amount requested for any Subcontractor in the requested progress payment and the amount to be paid to the Contractor from such progress payment, together with similar sworn statements from all Subcontractors and, where appropriate, from sub-Subcontractors;

(B) Duly executed unconditional waivers of mechanics' and materialmen's liens of the money due or to become due herein, establishing payment to the Subcontractor or material supplier of all such obligations to cover the full amount of the Engineer's estimate from each and every Subcontractor and suppliers of material or labor to release the Village of any claim to a mechanic's lien, which they or any of them may have under the mechanic's lien laws of Illinois. Any payments made by the Village without requiring strict compliance to the terms of this paragraph shall not be construed as a waiver by the Village of the right to insist upon strict compliance with the terms of this approach as a condition of later payments. The Contractor shall indemnify and save the Village harmless from all claims of Subcontractors, laborers, workmen, mechanics, material men and furnishers of machinery and parts thereof, equipment, tools and all supplies incurred in the furtherance of the performance of the Work;

(C) Sworn statements or lien waivers supporting the Engineer's estimates submitted late by the Contractor to the Engineer will result in the Engineer's estimate not being processed until the following month.

(D) The waiver(s) of lien shall include the amount paid to any subcontractors, suppliers, and their respective supporting waivers of lien shall be submitted to the Village prior to approval of payment. Supporting waivers of lien from subcontractors and suppliers shall be prepared on double-faced forms, one side entitled "Waiver of Lien" and the other side "Contractor's Affidavit." Each side shall be fully completed. The Contractor's Affidavit shall show names of all suppliers and subcontractors providing materials and services for the Contractor. Partial waivers shall be on Form F1722 Chicago Title Insurance Company, revised 5/92.

**109.08 Acceptance and Final Payment.** *Add the following to Article 109.08 of the Standard Specifications for Road and Bridge Construction:*

**109.08.1 Final Payment.** Final payment will be made sixty (60) days after the work is fully

completed and the contract fully performed.

A request for final payment shall be accompanied by the documentation outlined in Article 109.07. Final waivers shall be on Form F3870 Chicago Title Insurance Company, revised 5/92.

Quantities for this contract shall be subject to the contract unit price applied to final measured quantities.

Neither the final payment nor any part of the retained percentage shall become due until the Contractor, if required, has delivered to the Village a complete release of all liens arising out of this contract and, if required, an affidavit that so far as the Contractor has knowledge and information, the releases include all labor and material for which a lien could be filed; provided that if any subcontractor refuses to furnish a release in full, the Contractor may furnish a bond satisfactory to the Village, to indemnify it against any lien.

If any liens remain unsatisfied after all payments are made, the Contractor shall refund to the Village all monies that the Village may be compelled to pay in discharging such a lien, including all costs and reasonable attorneys' fees.

All warranties and guarantees required under the contract documents shall be assembled and delivered to the Village by the Contractor as part of the final application for payment, and the Contractor shall assign to the Village any and all manufacturer's warranties relating to materials and labor used in the work. Final payment will not be made by the Village until all warranties and guarantees have been received and assigned.

**109.09 Contract Claims.** *Revise the second sentence of subparagraph (a) of Article 109.09 of the Standard Specifications for Road and Bridge Construction to read:*

"All claims shall be submitted to the Engineer."

*Revise subparagraph (e) of Article 109.09 of the Standard Specifications for Road and Bridge Construction to read:*

Procedure. All Claims shall be submitted to the Engineer. The Engineer shall consider all information submitted with the claim. Claims not conforming to this Article will be returned without consideration. The Engineer may schedule a claim presentation meeting if, in the Engineer's judgment, such a meeting would aid in resolution of the claim; otherwise, a decision will be based on the claim documentation submitted. A final decision will be rendered within 90 days of receipt of the claim.

Full compliance by the Contractor with the provisions specified in this Article is a contractual condition precedent to the Contractor's right to seek relief in the Circuit Court of the Eighteenth Judicial Circuit. The Engineer's written decision shall be the final administrative action of the Village. Unless the Contractor files a claim for adjudication by the Circuit Court of the Eighteenth Judicial Circuit within 60 days after the date of the written decision, the failure to file shall constitute a release and waiver of the claim.

**109.11 Contractor Record Retention.** *Add the following to Article 109.11 of the Standard Specifications for Road and Bridge Construction:*

**109.11.01** The Contractor shall maintain all books and records relating to the performance of the Work under the Contract and all subcontractors shall maintain books and records relating to their performance of work under their subcontract. The books and records shall be maintained by the Contractor and subcontractors in compliance with the requirements of the Local Records Act (5 ILCS 205/1 *et seq.*) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*) until written approval for the disposal of such records is obtained from the Local Records Commission has been obtained. All books and records required to be maintained by the Contractor and subcontractor shall be available for review and audit by the Department. The Contractor and subcontractor shall cooperate fully with the Department (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*), (b) with any request for public records made pursuant to any audit and (c) by providing full access to and copying of all relevant books and records within a time period which allows the Department to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). Failure by the Contractor or subcontractor to maintain the books, records and supporting documents required by this Article or the failure by the Contractor or subcontractor to provide full access to and copying of all relevant books and records within a time period which allows the Department to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*) shall establish a presumption in favor of the Department for the recovery of any funds paid by the Department under the Contract for which adequate books and records are not available or for the recovery for any penalties or attorneys fees imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). The Contractor shall include the requirements of this Article in all Subcontracts. The obligations imposed by this Article shall survive final payment and the termination of the other obligations imposed by the Contract.

**DIVISION 600. INCIDENTAL CONSTRUCTION**

*Add the following to Division 600 of the Standard Specifications for Road and Bridge Construction:*

**SECTION 680. ILLINOIS ENERGY NOW GRANT**

**680.01 Description.** This work shall consist of the accumulation of the necessary data, preparation and processing of an application the Illinois Department of Commerce and Economic Opportunity under the Illinois Energy Now program for reimbursement of the certain eligible project costs.

**680.02 General.** The Contractor shall perform all work necessary to process successfully an application the Illinois Department of Commerce and Economic Opportunity under the Illinois Energy Now program for reimbursement to the Village of the certain eligible project costs.

**680.03 Basis of Payment.** This work shall not be paid for separately but shall be considered incidental to the cost of the of the contract unit price per luminaire for *LUMINAIRE - Remove and replace existing street lighting luminaire with CREE BXSP-A-0-2-H-P-A-U-Q XSP Series LED Street Light – Horizontal Tenon – Type II Luminaire* which shall be payment in full for all necessary labor, materials, equipment, tools and necessary disposal to complete the above work.

**DIVISION 700. WORK ZONE TRAFFIC CONTROL AND**

## PROTECTION, SIGNING, AND PAVEMENT MARKING

### SECTION 701. WORK ZONE TRAFFIC CONTROL AND PROTECTION

**701.01 Description.** *Add the following to Article 701.01 of the Standard Specifications for Road and Bridge Construction:*

**701.01.01** The Contractor shall provide necessary traffic control conforming to the Standard Specifications for Road and Bridge Construction, the applicable guidelines contained in the Manual on Uniform Traffic Control Devices for streets and highways, the Illinois Supplement to the National Manual on Traffic Control Devices and any applicable Illinois Department of Transportation Highway Standards. Prior to the start of construction, the Contractor shall furnish to the Village with the name of the individual in his direct employ who is to be responsible for the installation and maintenance of the traffic control for this project.

The governing factor in the execution of the work for this project is to provide the motoring public with the safest possible travel conditions along with roadways by the construction zone. The Contractor shall arrange his operations to keep the closing of any lane of the roadway to a minimum.

The Contractor shall obtain, erect, maintain, and remove all signs, lit barricades, flashers, flagmen and other traffic control devices as may be necessary for the purpose of regulating, warning, protecting and guiding traffic and protection to obviate the danger of inquiry to the aforesaid traffic as well as the Contractor's and sub-contractor's workers in the vicinity of the Work area.

The Contractor shall make provisions so far as practicable within the Project area for the protection and free passage of pedestrians. Neither the materials removed nor equipment used in the performance of the Work shall be so placed as to endanger the Work or prevent the access to all fire hydrants, water valves, gas valves, or manholes in the vicinity of the Project.

The Village reserves the right to remedy any neglect on the part of the Contractor as regards the protection of the Work after twenty-four (24) hours' notice in writing; except in cases of emergency when it shall have the right to remedy any neglect without notice, and in either case to deduct the cost of such remedy from any money due or to become due the Contractor.

**701.01.02** Streets shall remain open to traffic at all times. Streets shall not be closed without permission of the Engineer. If street closure is necessary, traffic control shall be provided as shown on Illinois Department of Transportation Highway Standard 701501. Barricades shall be placed at the intersections before and after the area of construction with proper signs defining a detour route.

**701.20 Basis of Payment.** *Add the following to Article 701.20 of the Standard Specifications for Road and Bridge Construction:*

**701.20.01** Traffic control and protection work shall not be paid for separately but shall be considered incidental to the cost of the of the contract unit price per luminaire for *LUMINAIRE - Remove and replace existing street lighting luminaire with new luminaire* which shall be payment in full for all necessary labor, materials, equipment, tools and necessary disposal to complete the above work.

## **DIVISION 800. ELECTRICAL**

### **LUMINAIRES**

#### **SECTION 821. ROADWAY LUMINAIRES**

**821.01 Description.** *Add the following to Article 821.01 of the Standard Specifications for Road and Bridge Construction:*

**821.01.01** This work shall consist of furnishing and installing a CREE BXSP-A-0-2-H-P-A-U-Q XSP Series LED Street Light – Horizontal Tenon – Type II Luminaire.

**821.02 Materials.** *Delete Article 821.02(a) of the Standard Specifications for Road and Bridge Construction and substitute the following:*

(a) Luminaire...CREE BXSP-A-0-2-H-P-A-U-Q XSP Series LED Street Light – Horizontal Tenon – Type II Luminaire

**821.08 Basis of Payment.** *Add the following to Article 821.08 of the Standard Specifications for Road and Bridge Construction:*

**821.08 .01** This work shall be paid for at the contract unit prices per each luminaire for *LUMINAIRE - CREE BXSP-A-0-2-H-P-A-U-Q XSP Series LED Street Light – Horizontal Tenon – Type II Luminaire* and for *Remove and replace existing street lighting luminaire with new luminaire* which shall be payment in full for all necessary labor, materials, equipment, tools and necessary disposal to complete the above work.

#### **SECTION 842. REMOVAL OF LIGHTING UNITS**

**842.01 Description.** *Delete Article 842.01 of the Standard Specifications for Road and Bridge Construction and substitute the following:*

**821.01** This work shall consist of removal and disposal of the existing luminaires.

**842.03 Removal of Lighting Units.** *Add the following to Article 842.01 of the Standard Specifications for Road and Bridge Construction:*

**842.01.01** The luminaires, and all associated hardware and appurtenances shall remain the property of the Department and shall be delivered to the Village public works facility unloaded and stacked there, as directed by the Engineer.

**842.04 Removal of Pole Foundation.** *Delete Article 842.041 of the Standard Specifications for Road and Bridge Construction.*

**842.06 Basis of Payment.** *Delete Article 842.06 of the Standard Specifications for Road and Bridge Construction and substitute the following:*

**842.06 .01** This work shall not be paid for separately but shall be considered incidental to the

cost of the of the contract unit price per luminaire for *Remove and replace existing street lighting luminaire with new luminaire* which shall be payment in full for all necessary labor, materials, equipment, tools and necessary disposal to complete the above work.



## EXHIBIT "A"

---

CG 20 10 03 97

**ADDITIONAL INSURED B OWNERS, LESSEES OR  
CONTRACTORS B SCHEDULE PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

---

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**Who Is an Insured (Section II)** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

*Copyright, Insurance Services Office, Ins. 1996*

## **EXHIBIT "B"**

---

**CG 20 26 11 85**

### **ADDITIONAL INSURED B DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

#### **SCHEDULE**

**Name of Person or Organization:**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**Who Is An Insured (Section II)** is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

*Copyright, Insurance Services Office, Ins. 1984*

**EXHIBIT "C"**

**POLICY NUMBER:**

**COMMERCIAL GENERAL LIABILITY  
CG 20 37 07 04**

**THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED B OWNERS, LESSEES OR  
CONTRACTORS B COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

<b>Name of Additional Insured Person(s) Or Organization(s):</b>	<b>Location and Description of Completed Operations</b>
Information required to complete this Section, if not shown above, will be shown in the Declarations.	

**Section II B Who is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for Bodily injury@ or Aproperty damage@ caused, in whole or in part, by Ayour work@ at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the AproductsCcompleted operations hazard@.

CG 20 37 07 04

8 ISO Properties, Inc., 2004

# EXHIBIT "D" (EXAMPLE)

ACORD <sup>TM</sup> CERTIFICATE OF LIABILITY INSURANCE						DATE (MM/DD/YYYY) Completed	
PRODUCER				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
Fully Completed				INSURERS AFFORDING COVERAGE		NAIC #	
INSURED				INSURER A: Name of Insurance Company		Completed	
				INSURER B: Name of Insurance Company		Completed	
				INSURER C: Name of Insurance Company		Completed	
COVERAGES				INSURER D: Name of Insurance Company		Completed	
Fully Completed							
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	ADD-L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXP. DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY CG001 G COMMERCIAL GENERAL LIABILITY G CLAIMS MADE G OWNERS & CONT PROT (If REQUIRED) G _____ GEN=L AGGREGATE LIMIT APPLIER PER: G POLICY GPROJECT G LOC	Policy Number	Policy Start Date	Policy End Date	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea. Occur.)	\$ 50,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS-COMP/OP AGG	\$ 1,000,000
A		AUTOMOBILE LIABILITY CA001 G ANY AUTO CA001 G ALL OWNED AUTOS G SCHEDULED AUTOS G HIRED AUTOS G NON-OWNED AUTOS G _____	Policy Number	Policy Start Date	Policy End Date	COMBINED SINGLE LIMIT (Ea. Accident)	\$ 1,000,000
						BODILY INJURY (PER PERSON)	\$
						BODILY INJURY (PER ACCIDENT)	\$
						PROPERTY DAMAGE (PER ACCIDENT)	\$
		GARAGE LIABILITY G ANY AUTO				AUTO ONLY-EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
B	X	EXCESS UMBRELLA LIABILITY G OCCUR G DEDUCTIBLE G RETENTION \$	Policy Number	Policy Start Date	Policy End Date	EACH OCCURRENCE	\$10,000,000
						AGGREGATE	\$10,000,000
C		WORKERS COMPENSATION AND EMPLOYERS= LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO If yes, describe under SPECIAL PROVISIONS below	Policy Number	Policy Start Date	Policy End Date	WC STATU- _ OTHER TORY LIMITS	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE-EA EMPLOYEE	\$1,000,000
						E.L. DISEASE-POLICY LIMIT	\$1,000,000
	OTHER	Policy Number		Policy Start Date	Policy End Date		
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS. List project number, location and description. No endorsements or additional forms modify or limit coverage provided to additional insured. Coverage provided to the additional insured is primary.							
CERTIFICATE HOLDER				CANCELLATION			
Additional Insured: Village of Brookfield, its officials, employees, agents and volunteers.				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,			
				SIGNATURE OF AUTHORIZED AGENT			

## EXHIBIT E

### ADDITIONAL INSURED ENDORSEMENT

Name of Insurer:

Name of Insured:

Policy Number:

Policy Period:

Endors. Effective Date:

This endorsement modifies coverage provided under the following:

Commercial General Liability  
Coverage Part

Name of Individuals or Organization:

WHO IS AN INSURED section of the policy / coverage document is amended to include as an insured, the individuals or organization shown above, but only with respect to liability Aarising out of your work@.

For purposes of this endorsement, Aarising out of your work@ shall mean:

- A. Liability the Additional Insured may incur resulting from the actions of a contractor it hires.
- B. Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractors work.
- C. Liability the Additional Insured may incur for failure to maintain safe worksite conditions.
- D. Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.

## EXHIBIT "F"

**Cook County Prevailing Wage for May 2013**

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		36.200	36.700	1.5	1.5	2.0	12.78	9.020	0.000	0.500
ASBESTOS ABT-MEC		BLD		34.160	36.660	1.5	1.5	2.0	10.82	10.66	0.000	0.720
BOILERMAKER		BLD		43.450	47.360	2.0	2.0	2.0	6.970	14.66	0.000	0.350
BRICK MASON		BLD		40.680	44.750	1.5	1.5	2.0	9.550	12.00	0.000	0.970
CARPENTER		ALL		41.520	43.520	1.5	1.5	2.0	13.19	11.75	0.000	0.530
CEMENT MASON		ALL		42.350	44.350	2.0	1.5	2.0	11.21	11.40	0.000	0.320
CERAMIC TILE FNSHER		BLD		34.440	0.000	2.0	1.5	2.0	9.700	6.930	0.000	0.610
COMM. ELECT.		BLD		37.500	40.150	1.5	1.5	2.0	8.420	9.980	1.100	0.700
ELECTRIC PWR EQMT OP		ALL		43.350	48.350	1.5	1.5	2.0	10.38	13.50	0.000	0.430
ELECTRIC PWR GRNDMAN		ALL		33.810	48.350	1.5	1.5	2.0	8.090	10.53	0.000	0.330
ELECTRIC PWR LINEMAN		ALL		43.350	48.350	1.5	1.5	2.0	10.38	13.50	0.000	0.430
ELECTRICIAN		ALL		42.000	44.800	1.5	1.5	2.0	12.83	13.07	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		49.080	55.215	2.0	2.0	2.0	11.88	12.71	3.930	0.600
FENCE ERECTOR		ALL		33.740	35.740	1.5	1.5	2.0	12.61	10.18	0.000	0.250
GLAZIER		BLD		39.500	41.000	1.5	2.0	2.0	11.99	14.30	0.000	0.840
HT/FROST INSULATOR		BLD		45.550	48.050	1.5	1.5	2.0	10.82	11.86	0.000	0.720
IRON WORKER		ALL		40.750	42.750	2.0	2.0	2.0	13.20	19.09	0.000	0.350
LABORER		ALL		36.200	36.950	1.5	1.5	2.0	12.78	9.020	0.000	0.500
LATHER		ALL		41.520	43.520	1.5	1.5	2.0	13.19	11.75	0.000	0.530
MACHINIST		BLD		43.550	46.050	1.5	1.5	2.0	6.130	8.950	1.850	0.000
MARBLE FINISHERS		ALL		29.700	0.000	1.5	1.5	2.0	9.550	11.75	0.000	0.620
MARBLE MASON		BLD		39.880	43.870	1.5	1.5	2.0	9.550	11.75	0.000	0.730
MATERIAL TESTER I		ALL		26.200	0.000	1.5	1.5	2.0	12.78	9.020	0.000	0.500
MATERIALS TESTER II		ALL		31.200	0.000	1.5	1.5	2.0	12.78	9.020	0.000	0.500
MILLWRIGHT		ALL		41.520	43.520	1.5	1.5	2.0	13.19	11.75	0.000	0.530
OPERATING ENGINEER		BLD	1	45.100	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	2	43.800	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	3	41.250	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	4	39.500	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	5	48.850	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	6	46.100	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	7	48.100	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		FLT	1	51.300	51.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		FLT	2	49.800	51.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		FLT	3	44.350	51.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		FLT	4	36.850	51.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		FLT	5	52.800	51.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY	1	43.300	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		HWY	2	42.750	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		HWY	3	40.700	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		HWY	4	39.300	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		HWY	5	38.100	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		HWY	6	46.300	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		HWY	7	44.300	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
ORNAMNTL IRON WORKER		ALL		41.800	44.300	2.0	2.0	2.0	12.86	15.81	0.000	0.550
PAINTER		ALL		40.000	44.750	1.5	1.5	1.5	9.750	11.10	0.000	0.770
PAINTER SIGNS		BLD		33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIIVER		ALL		41.520	43.520	1.5	1.5	2.0	13.19	11.75	0.000	0.530
PIPEFITTER		BLD		45.050	48.050	1.5	1.5	2.0	8.460	14.85	0.000	1.780
PLASTERER		BLD		40.250	42.670	1.5	1.5	2.0	10.85	10.94	0.000	0.550
PLUMBER		BLD		45.000	47.000	1.5	1.5	2.0	12.53	10.06	0.000	0.880
ROOFER		BLD		38.350	41.350	1.5	1.5	2.0	8.280	8.770	0.000	0.430
SHEETMETAL WORKER		BLD		40.810	44.070	1.5	1.5	2.0	10.13	17.79	0.000	0.630
SIGN HANGER		BLD		30.210	30.710	1.5	1.5	2.0	4.850	3.030	0.000	0.000
SPRINKLER FITTER		BLD		49.200	51.200	1.5	1.5	2.0	10.25	8.350	0.000	0.450
STEEL ERECTOR		ALL		40.750	42.750	2.0	2.0	2.0	13.20	19.09	0.000	0.350

**Legend:**

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.

OSA (Overtime is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

**Explanations****DUPAGE COUNTY**

IRON WORKERS AND FENCE ERECTOR (WEST) - West of Route 53.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial/Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration such as the day after Thanksgiving for Veterans Day. If in doubt, please check with IDOL.

**EXPLANATION OF CLASSES**

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

TRAFFIC SAFETY - work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

**CERAMIC TILE FINISHER**

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any

other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

#### COMMUNICATIONS TECHNICIAN

Low voltage installation, maintenance and removal of telecommunication facilities (voice, sound, data and video) including telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

#### MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

#### MATERIAL TESTER I:

Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

#### MATERIAL TESTER II:

Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

#### TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts



and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turntrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turntrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

#### OPERATING ENGINEERS - BUILDING

Class 1. Mechanic; Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson attachment; Batch Plant; Benoto; Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, one, two and three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes; Squeeze Cretes-screw Type Pumps; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Fortlist Trucks; Greaser Engineer; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, inside Freight Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (self-propelled); Rock Drill (truck mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination - Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators - (Rheostat Manual Controlled); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 small Electric Drill Winches; Bobcat (up to

and including 3/4 cu.yd.).

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

#### OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Craft Foreman; Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Hammerhead, Linden, Peco & Machines of a like nature; Crete Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell machine with Air Compressor; Dredges; Field Mechanic-Welder; Formless Curb and Gutter Machine; Gradall and Machines of a like nature; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole; Drills (Tunnel Shaft); Underground Boring and/or Mining Machines; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine Concrete; Greaser Engineer; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Pump Cretes; Squeeze Cretes-Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotory Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper - Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine;

Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro-Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts, Oilers.

#### TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

#### Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

#### LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

## EXHIBIT "G"

### INSTRUCTIONS FOR CERTIFIED PAYROLL FORM

***PLEASE NOTE: THE SUBMISSION OF FALSIFIED PAYROLL  
RECORDS IS A CRIMINAL OFFENSE.***

1. For all public works projects, Payroll Certifications and Accompanying Affidavit must be filed with the Village of Brookfield on a monthly basis under the Illinois Prevailing Wage Act (820 ILCS 130/5).
2. The information must be provided for **each payroll period**. Please note the starting and ending dates of each payroll period in the space provided.
3. If you are a contractor or subcontractor working for the Village of Brookfield on more than one project, please fill out a form for each project.
4. For each project you worked on for the Village of Brookfield, you must identify the names of employees that worked on the project and their classifications. You must record the number of hours they worked each day of the pay period, along with the total hourly wages paid during that pay period, including the hourly fringe benefits paid.
5. Please note that pertinent information is required on the second sheet. The Subcontractor information, if applicable, is very important; however, it is **ABSOLUTELY IMPERATIVE** that the **AFFIDAVIT** information be completed in its **ENTIRETY** including **SIGNATURE**. If additional forms are needed and copies are made, please be sure to also duplicate the second sheet. A second sheet **MUST** accompany every certified transcript of payroll form showing that you are swearing that the information on each sheet is accurate.
6. Fringe Benefits **MUST** be paid if required for the work classification, regardless of your union or non-union status.
7. If a fringe benefit is paid into a fund, place the letter "F" behind the rate; if the benefit is included on the employee=s payroll check, place the letter "E" behind the rate; credit will be given for health insurance paid, payments made into an ERISA approved pension plan, required vacation and/or training (registration in a BAT-approved program).
8. The items requested under the heading, "Contract Information," help to identify the project correctly. If a Contract or Project Number is not known, please do your best to secure the information. The information requested for "Project" and "Project Location" should **always** be completed.
9. You are invited to visit Illinois Department of Labor=s website at [www.state.il.us/agency/idol](http://www.state.il.us/agency/idol) for more detailed information regarding application of the Prevailing Wage Act.

**AFFIDAVIT****Monthly Statement of Compliance**

Date: \_\_\_\_\_

I, \_\_\_\_\_ (name  
signatory party), \_\_\_\_\_ (title),

do hereby state: that I pay or supervise the payment

of the persons employed on the public works project

\_\_\_\_\_ (name

of project); that during the payroll period commencing

on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (year), and

ending on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (year),

all persons employed on said project have been

paid the full wages earned, that no rebates

have been or will be made either directly or indirectly

to or on behalf of said \_\_\_\_\_

(name of contractor or subcontractor) from the full

wages earned by any person, and that no

deductions have been made either directly or

indirectly from the full wages earned by any

persons, other than permissible deductions as

defined by Federal and/or State law. I further certify

that this payroll is correct and complete; that the wage

rates contained therein are not less than the actual

rates herein stated and that the classification set forth

for each laborers or mechanic conform to the work

Signature: \_\_\_\_\_

371569.1

**SUBCONTRACTORS****Attach explanation of monies paid, copy of contract  
or billing, or other pertinent information.**

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**Certified Transcript of Payroll**

**\*\* Please Note: The submission of falsified payroll records is a criminal offense. \*\***

Contractor and/or Subcontractor		Contract Information	
Contact Person: _____ Company Name: _____ Address: _____ City, State, Zip: _____ Telephone: _____	Contract Number: _____ Project Number: _____ Project: _____ Project Location: _____	Pay Period Starting Date _____ Pay Period Ending Date _____ Submitted to City _____	

[illegible]

State of Illinois  
Department of Transportation  
Bureau of Local Roads and Streets

SPECIAL PROVISION  
FOR  
INSURANCE

Effective: February 1, 2007  
Revised: August 1, 2007

All references to Sections or Articles in this specification shall be construed to mean specific Section or Article of the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation.

The Contractor shall name the following entities as additional insured under the Contractor's general liability insurance policy in accordance with Article 107.27:

Village of Brookfield

---

---

---

---

---

---

---

The entities listed above and their officers, employees, and agents shall be indemnified and held harmless in accordance with Article 107.26.

State of Illinois  
DEPARTMENT OF TRANSPORTATION  
Bureau of Local Roads & Streets

SPECIAL PROVISION  
FOR  
SUBSTANCE ABUSE PREVENTION PROGRAM

Effective: January 1, 2008  
Revised: January 8, 2008

In addition to all other labor requirements set forth in this proposal and in the Standard Specification for Road and Bridge Construction, adopted by the Department, during the performance of this contract, the Contractor for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

Substance Abuse Prevention Program. Before the Contractor and any Subcontractor commences work, the Contractor and any Subcontractor shall have in place a written Substance Abuse Prevention Program for the prevention of substance abuse among its employees which meets or exceeds the requirements in P. A. 95-0635 or shall have a collective bargaining agreement in effect dealing with the subject matter of P. A. 95-0635.

The Contractor and any Subcontractor shall file with the public body engaged in the construction of the public works: a copy of the substance abuse prevention program along with a cover letter certifying that their program meets the requirements of the Act, or a letter certifying that the Contractor or a Subcontractor has a collective bargaining agreement in effect dealing with the subject matter of this Act.





## BOARD ITEM MEMO

---

**ITEM:** SIDEWALK REPLACEMENT PROGRAM  
**COMMITTEE DATE:** May 28, 2013  
**PREPARED BY:** Dan Kaup, Public Works Director  
**PURPOSE:** Award of Project to Strada Construction  
**BUDGET AMOUNT:** \$50,000

### BACKGROUND:

---

On April 19, staff held a bid opening for the 2013 sidewalk replacement program. The low bidder was Strada Construction Company of Addison, Illinois with a per unit replacement cost of \$5.10 per square foot of flat concrete work and \$15.97 per linear foot of curb. The total cost of replacing 10,000 square feet of sidewalk and 275 linear feet of curb will carry a cost of \$55,391.75. Staff has checked the contractor's references and is comfortable with their municipal work history to consider them as a responsible bidder.

### ATTACHMENTS:

---

1. Contract

### STAFF RECOMMENDATION:

---

Staff recommends that the Board direct staff to prepare all necessary documents to enter into an Agreement with Strada Construction for this year's sidewalk replacement program at a not-to-exceed cost of \$55,391.75.

### REQUESTED COURSE OF ACTION:

---

A resolution is passed this evening approving the bid and contract with Strada Construction Company for our 2013 sidewalk replacement program.

RESOLUTION NO. R-2013- 905

**RESOLUTION AWARDING A CONTRACT FOR THE  
2013 SIDEWALK PROJECT FOR THE  
VILLAGE OF BROOKFIELD, ILLINOIS**

PASSED AND APPROVED BY  
THE PRESIDENT AND BOARD OF TRUSTEES  
THE 28<sup>TH</sup> DAY OF MAY 2013

RESOLUTION NO. R-2013- 905

**RESOLUTION AWARDING A CONTRACT FOR THE  
2013 SIDEWALK PROJECT FOR THE  
VILLAGE OF BROOKFIELD, ILLINOIS**

**WHEREAS**, the Village of Brookfield publicly advertised for sealed bids for the 2013 sidewalk project;

**WHEREAS**, bids were received, publicly opened, examined and declared at 12:00 noon on Friday, April 19, 2013; and

**WHEREAS**, of the bids received and opened, the apparent lowest responsible bidder is Strada Construction Company.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of the Village of Brookfield, Cook County, Illinois, as follows:

**Section 1:** The corporate authorities do hereby find Strada Construction Company to be the lowest responsible bidder for the construction of the 2013 sidewalk project.

**Section 2:** Strada Construction Company is hereby awarded the contract for the construction of the 2013 sidewalk project, at the prices set forth in its bid subject to the furnishing of the proper bonds and insurance.

**Section 3:** The Village President is hereby authorized to execute and the Village Clerk to attest and seal a Notice of Award substantially in the form attached hereto as Exhibit "A" and made a part hereof. The Notice of Award shall be issued to Strada Construction Company, the lowest responsible bidder, for the construction of the 2013 sidewalk project. The Notice of Award shall be accompanied by a sufficient

number of contracts with all other written contract documents attached for execution by Strada Construction Company.

**Section 4:** Provided that Strada Construction Company returns to the Village within fifteen (15) days of the receipt of the Notice of Award the contract with all other written contract documents attached, properly executed by it, along with the proper contract bonds, then the Village President is authorized to execute and the Village Clerk to attest the contract and other written contract documents.

**Section 5:** This Resolution shall take effect upon its passage and approval in pamphlet form.

ADOPTED this 28<sup>th</sup> day of May 2013, pursuant to a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**ABSTENTION:** \_\_\_\_\_

APPROVED by me this 28<sup>th</sup> day of May 2013.

\_\_\_\_\_  
Kit P. Ketchmark, President of the  
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office,  
and published in pamphlet form  
this 28th day of May 2013.

\_\_\_\_\_  
Cathy Edwards, Clerk of the Village  
of Brookfield, Cook County, Illinois

**Exhibit "A"**

**NOTICE OF AWARD**

**VILLAGE OF BROOKFIELD, ILLINOIS**

**NOTICE OF AWARD**

TO: Strada Construction Company  
1742 W. Armitage Court  
Addison, Illinois 60101

PROJECT DESCRIPTION: 2013 Sidewalk Project

THE VILLAGE OF BROOKFIELD has considered the bid submitted by you for the above-described work in response to its Notice to Bidders and Invitation for Bids published March 20, 2013.

YOU ARE HEREBY NOTIFIED that your bid has been accepted for items in the amount of Fifty-Five Thousand Three Hundred Ninety-One and 75/100 DOLLARS (\$55,391.75), subject to the furnishing of the proper bonds and insurance.

You are required to execute the Contract and furnish the required contract bonds and insurance within fifteen (15) calendar days from the date of the receipt of this Notice.

If you fail to execute said Contract and to furnish said bonds and insurance within fifteen (15) days from the publication of this Notice, the Village will be entitled to consider all your rights arising out of the Village's acceptance of your bid as abandoned and as a forfeiture of your bid security. The Village will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Village of Brookfield.

Dated this 28<sup>th</sup> day of May 2013.

VILLAGE OF BROOKFIELD, ILLINOIS,

By: \_\_\_\_\_  
Kit P. Ketchmark, President of the  
Village of Brookfield, Cook County, Illinois

ATTEST:

\_\_\_\_\_  
Cathy Edwards, Clerk of the Village  
of Brookfield, Cook County, Illinois

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice of Award is hereby acknowledged by Strada Construction Company this \_\_\_\_ day of May 2013.

Strada Construction Company

By: \_\_\_\_\_

\_\_\_\_\_  
*(Print Name)*

Title: \_\_\_\_\_

RESOLUTION NO. R-2013 - 904

**A RESOLUTION AUTHORIZING THE PARTICIPATION IN THE NORTHERN ILLINOIS MUNICIPAL ELECTRIC COOPERATIVE (NIMEC) AND AUTHORIZING THE VILLAGE MANAGER TO APPROVE A CONTRACT WITH THE LOWEST COST ELECTRICITY PROVIDER FOR A PERIOD UP TO 36 MONTHS.**

**PASSED AND APPROVED BY  
THE PRESIDENT AND BOARD OF TRUSTEES  
THE 28TH DAY OF MAY, 2013.**

Published in Pamphlet Form by  
Authority of the Corporate  
Authorities of the Village of  
Brookfield, Illinois, this  
28<sup>th</sup> day of May, 2013.



RESOLUTION NO. R-2013 - 904

**A RESOLUTION AUTHORIZING THE PARTICIPATION IN THE NORTHERN ILLINOIS MUNICIPAL ELECTRIC COOPERATIVE (NIMEC) AND AUTHORIZING THE VILLAGE MANAGER TO APPROVE A CONTRACT WITH THE LOWEST COST ELECTRICITY PROVIDER FOR A PERIOD UP TO 36 MONTHS.**

**WHEREAS** the Village of Brookfield ("The Village") is a municipality in accordance with the Constitution of the State of Illinois of 1970; and,

**WHEREAS**, on January 2, 2007, the State of Illinois implemented a plan to deregulate Commonwealth Edison; and,

**WHEREAS**, as a result of this deregulation, electricity may be purchased based on market price and Exelon, the parent company of Commonwealth Edison, will no longer be the sole supplier of electricity in Northern Illinois, resulting in new electricity suppliers being able to compete against Exelon, and competitive market forces dictating the price of electricity; and,

**WHEREAS**, municipalities across the State now look to enter the market to purchase electric power in order to mitigate some of the economic impact of rising rates, which, on a practical basis, can best be accomplished by using a third party who will serve as a broker for the municipalities and has the knowledge and experience to seek bids from the various electricity providers; and,

**WHEREAS**, the Village of Brookfield has selected the Northern Illinois Municipal Electric Cooperative (NIMEC) to serve as the Village's broker relative to the acquisition of electrical energy due to NIMEC's municipal experience and the fact that NIMEC is a municipal cooperative which will be polling the energy needs of members of the cooperative in order to secure more competitive pricing based in higher volumes than can be provided individually to a single municipality; and,

**WHEREAS**, there is no cost to join NIMEC, with the amount of compensation that NIMEC receives, if the Village chooses the NIMEC electricity supplier, being built into the prices bid by the electricity supplier and equaling \$.001 per kilowatt hour, so there will be no direct payment made to NIMEC by the Village; and,

**WHEREAS**, Commonwealth Edison has released the new street lighting accounts and NIMEC will compare renewal pricing to the ComEd rates and the Village desires to enter the market to secure up to a 36 month contract;

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES FOR THE VILLAGE OF BROOKFIELD, COOK COUNTY, ILLINOIS, AS FOLLOWS:**

- Section 1.** That the Northern Illinois Municipal Electric Cooperative (NIMEC) has been appointed the Village's broker for purposes of obtaining an electricity supply for the Village's municipal needs.
- Section 2.** That the Village Manager is authorized to discuss and negotiate energy rates directly with suppliers in an effort to secure lower energy costs for the Village of Brookfield.
- Section 3.** That in light of the time constraints and procedures required, applicable to the acceptance of a competitive bid for a supply of electricity, once the bids are received by NIMEC, the Village Manager is hereby authorized to sign the contract with the lowest bidder, provided the bid is at a rate that is less than the rates being offered through Commonwealth Edison, with the Village Manager being hereby directed to place said contract on the first available Village Board regular meeting following the execution thereof by the Village Manager, for ratification by the Village Board.
- Section 4.** That the Village Manager is authorized to name the Assistant Village Manager and /or Finance Director as the Village Manager's designee in matters concerning the bid.
- Section 5:** The Resolution shall be in full force and effect from and after its passage, approval, and publication in pamphlet form, as provided by law.

**ADOPTED** this 28<sup>th</sup> day of May, 2013, pursuant to a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**ABSTENTION:** \_\_\_\_\_

**APPROVED** by me this 28<sup>th</sup> day of May, 2013.

\_\_\_\_\_  
Kit P. Ketchmark, President of the  
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office,  
this 28<sup>th</sup> day of May, 2013.

\_\_\_\_\_  
Cathy Colgrass - Edwards, Clerk of the Village  
of Brookfield, Cook County, Illinois



# Village of Brookfield

8820 Brookfield Avenue • Brookfield, Illinois 60513-1688  
(708) 485-7344 • FAX (708) 485-4971  
[www.brookfieldil.gov](http://www.brookfieldil.gov)

VILLAGE OF BROOKFIELD  
BROOKFIELD, ILLINOIS 60513

**BROOKFIELD VILLAGE BOARD  
COMMITTEE OF THE WHOLE MEETING  
Tuesday, May 28, 2013**

**7:00 p.m. or Immediately following Village Board Meeting  
Edward Barcal Hall  
8820 Brookfield Avenue  
Brookfield, IL 60513**

**AGENDA**

- A. **Discussion** – Parks and Recreation Commission – Amendment to the Commission Governing Policy
- B. **Discussion** – CMAP Local Technical Assistance Program Application
- C. **Discussion** – Future Improvements – Kiwanis Park
- D. **Discussion** – SEASPAR Budget Approval – FY2013-2014
- E. **Discussion** – Amend VEMA Post Retirement Healthcare Funding Plan
- F. **Addresses from the Audience** – Any member of the audience who wishes to address the President and Village Board may do so at this time
- G. **Adjournment**

VILLAGE PRESIDENT  
Michael J. Garvey

VILLAGE CLERK  
Brigid Weber

BOARD OF TRUSTEES  
Catherine A. Colgrass-Edwards  
Ryan P. Evans  
C.P. Hall, II  
Kit P. Ketchmark  
Brian S. Oberhauser  
Michael A. Towner

VILLAGE MANAGER  
Riccardo F. Ginex

MEMBER OF  
Illinois Municipal League  
Proviso Township  
Municipal League  
West Central  
Municipal Conference

TREE CITY U.S.A. Since 1981

HOME OF THE CHICAGO  
ZOOLOGICAL SOCIETY

Individuals with a disability requiring a reasonable accommodation in order to participate in any meeting should contact the Village of Brookfield (708)485-7344 prior to the meeting. Wheelchair access may be gained through the police department (East) entrance of the Village Hall.



## COMMITTEE ITEM MEMO

---

**ITEM:** PARKS AND RECREATION COMMISSION  
**COMMITTEE DATE:** May 28, 2013  
**PREPARED BY:** Dan Kaup, Public Works Director  
**PURPOSE:** Amendment to the Commission Governing Policy  
**BUDGET AMOUNT:** N/A

### BACKGROUND:

---

During the February 2013 Parks and Recreation Commission meeting, the Commission held a discussion on the group's Governing Policy, and whether it should be amended to expand the role of the group from an advisory commission to a governing board, which would include the power to make rules and regulations to govern the use of the Brookfield parks.

The Commission noted that until 2007, the group was considered a Board, but had then voted to alter its role to be only an advisory commission instead. In October 2007, the Playground and Recreation Board (as they were then known) voted unanimously to approve the changes to the policy. Specifically, they changed their name and their purpose to act as an advisory commission. The draft policy changes were brought forward for Village Board Committee discussion on November 27, 2007 and approved unanimously on December 10, 2007.

During their March, 2013 meeting, the Parks and Recreation Commission voted unanimously to adopt a new Governing Policy, which expands their powers to that of a board (attached). The Commission is now seeking the consent of the Board of Trustees.

### ATTACHMENTS:

---

Draft Governing Policy

### STAFF RECOMMENDATION:

---

N/A

### REQUESTED COURSE OF ACTION:

---

Staff requests that the Board discuss the request of the Parks and Recreation Commission.

Brookfield Parks and Recreation ~~Commission~~ Board  
Governing Policy

ACCEPTED: this Ninth Day of December, 1982  
REVISED: this Twelfth Day of October, 1989  
REVISED: this Sixteenth Day of September, 1992  
REVISED: this Twenty-Sixth Day of September, 2011  
REVISED: this Nineteenth Day of March, 2013

The Brookfield Parks and Recreation ~~Commission~~ Board created by the amendment of the Code of Ordinances, Village of Brookfield, Illinois, by the insertion of Chapter 20, Article II, and operating under the powers of Illinois granted it by *Section 11-95-2 of the Illinois Municipal Code (65 ILCS 5/11-92-2)*, consists of five members appointed by the President of the Village with the consent of the Board of Trustees. The term on the appointment will be for a period of five years, so arranged that the term of one member will expire annually on the thirty-first of May; or until a successor is appointed.

- A. Name:** Brookfield Parks and Recreation ~~Commission~~ Board.
- B. Purpose:** To act: *as a Board authorized and empowered to make such rules and regulations to implement the provisions of Chapter 20 of the Code of Ordinances, Village of Brookfield, Illinois and to carry out the orderly operation of organized recreation facilities and programs; as a ~~an~~ advisory commission* and liaison between the residents of Brookfield, the Recreation Department and the Village Board of Trustees in order to communicate resident's opinions, needs, desires and interests; ~~and The members of the Brookfield Parks and Recreation Commission should be as~~ advocates for the parks and recreation programs in Brookfield.
- C. Membership:**
1. Appointment to the Parks and Recreation ~~Commission~~ Board shall be made by the Village President upon the advice and consent of the Village Trustees,
  2. Membership to the Parks and Recreation ~~Commission~~ Board shall consist of five members.
  3. The terms of appointment will be for five years.
  4. Whenever a Parks and Recreation ~~Commissioner~~ Board Member resigns, neglects to perform the duties or misses three consecutive regular commission meetings without cause, that position may be declared vacant. The Parks and Recreation ~~Commission~~ Board shall inform the Village Board of the vacancy, and the Village President shall appoint a proper person to fill the unexpired term as stipulated in Item 1 and 2 above.

**D. Officers and Elections:**

**1. Elections**

- a.* Of the appointed members, a Chairperson and Vice-Chairperson will be elected as officers.
- b.* The officers shall be elected in July for a term of one year.
- c.* Elections will be conducted by the Junior Member of the Board.
- d.* Nominations shall be entertained at the June ~~Commission Board~~ meeting. Nominations must be seconded before the nominee's name can be accepted for an officer's position.
- e.* A member of the ~~Commission Board~~ shall not be nominated for office without prior consent of said member.
- f.* An officer may not succeed him/herself more than once.
- g.* The newly elected officers will assume their duties on the *First Day of August first following the election.*

**2. Vacancies:**

- a.* In the event of a vacancy of the Chairperson, the Vice-Chairperson will assume the duties of the Chairperson and will appoint a member of the ~~Commission Board~~ to act as Vice-Chairperson until the next regular election in July.
- b.* ~~If In the event of a vacancy occurs of in the Office of the Vice-Chairperson,~~ the Chairperson will appoint a member of the Commission Board to ~~complete the term~~ act as Vice-Chairperson until the next regular election in July.

**3. Duties:**

- a.* Chairperson/Chair: The chairperson shall preside at all meetings, entertain motions, and vote on all motions.
- b.* Vice-Chairperson: The Vice-Chairperson shall keep a record of all matters pertaining to policy, and assume the duties of the Chairperson in his/her absence.

**E. Meetings:**

1. Regular - The ~~Commission Board~~ will meet on the third Tuesday of every month at 7:00 6:30 p.m. in the Court Room of the Brookfield Municipal Building. In addition to discussion, formal business and official commission actions shall be conducted at this meeting.
2. Special Meetings - Special meetings may be called by the Chairperson or any two members of the ~~commission Board~~ provided the entire ~~commission Board~~ and newspapers have been notified at least two days in advance of the date, time, place and purpose of the meeting.
3. Minutes - Minutes will be taken for regular and special meetings and typed by Recreation Department staff, then distributed to ~~commission Board~~ members.
4. Agenda Items - ~~Commission Board~~ members shall submit agenda items to the Chairperson, ten days prior to the meeting. The Chairperson shall submit final agenda items to Recreation Department staff seven days prior to meeting.
5. Quorum - Three members of the ~~Commission Board~~, one of whom may be the Chairperson, shall constitute a quorum. A majority of the entire ~~Commission Board~~ is needed for approval of issues.

**F. Guidelines for Operation:**

1. All Parks and Recreation ~~Commission Board~~ meetings shall be open to the public.
2. The Parks and Recreation Director, or someone appointed by the Director shall attend each meeting of the Parks and Recreation ~~Commission Board~~ to act as a resource person.
3. The Parks and Recreation ~~Commission Board~~ shall have the authority to appoint ad hoc committees from within and without the membership to study and recommend solutions where specialized areas of interest can best be served.
4. Members of any ad hoc committee will have no vote in ~~Commission Board~~ meetings.
5. The Commission and any appointed ad hoc committee shall not incur any expenses without approval of the Village of Brookfield.

**G. Commission Board Duties:**

1. The Parks and Recreation ~~Commission Board~~ duties include: making such rules and regulations to implement the provisions of Chapter 20 of the Code of Ordinances, Village of Brookfield, Illinois; carrying out the orderly operation of organized



recreation facilities and programs within the Village of Brookfield; and include studying assignments given to it by the Village Board or Village Manager through the Parks and Recreation Director and ~~suggesting their own ideas of park improvements, new recreational programs and other ways to improve the parks and recreational activities offered to Brookfield residents. Through the Parks and Recreation Director and Village Board liaison, the Commission would then recommend action which reflects the best overall interests of the citizens of Brookfield to the Village Board and Village Manager.~~

2. ~~Commission Board~~ members should be attuned to the opinions, needs, desires and interests of the residents of *the Village of Brookfield*. They should provide appropriate input and suggestions to the Parks and Recreation Director concerning programs, facilities, department guidelines and rules.
3. In turn, it is the duty of the Parks and Recreation Director to keep the ~~Commissioners Board members~~ duly informed of appropriate developments concerning the *Parks and Recreation* department.

**H. Policy:**

1. No member may commit the ~~Commission Board~~ on any issue without first securing the decision of the Commission at a regular or special meeting.
2. All matters presented to the ~~Commission Board~~ by non-members shall be placed on file and discussed by the ~~Commission Board~~ before any decision is announced.
3. Non-member presentations to the ~~Commission Board~~ shall be limited to no more than fifteen minutes.
4. *The Governing Ppolicy* of the *Board* shall be reviewed annually at the September meeting.



## COMMITTEE ITEM MEMO

---

**ITEM:** CMAP Local Technical Assistance Program Application

**COMMITTEE DATE:** May 28, 2013

**PREPARED BY:** Keith Sbiral, AICP, Assistant Village Manager

**PURPOSE:** Grant Application

**BUDGET AMOUNT:** Undetermined with no match.

---

**BACKGROUND:**

I attended the grant application kickoff meeting for both the Community Planning Program sponsored by the Regional Transportation Authority (RTA) and the Local Technical Assistance Program sponsored by the Chicago Metropolitan Agency for Planning (CMAP). I believe that with a well put together application the Village of Brookfield can make a credible case for either Comprehensive Plan Development assistance or comprehensive Zoning Code review assistance (or both). In my professional opinion the Village should prioritize Comprehensive Planning over the zoning code as that would be the natural progression for planning document updates.

Staff will outline the process for the application and project and recommendations for the application. Staff seeks consensus to complete the application by the June 26, 2013 deadline.

I believe this grant can be a key component to our planning and economic development strategy in the Village.

---

**ATTACHMENTS:**

1. LTA Program Background

---

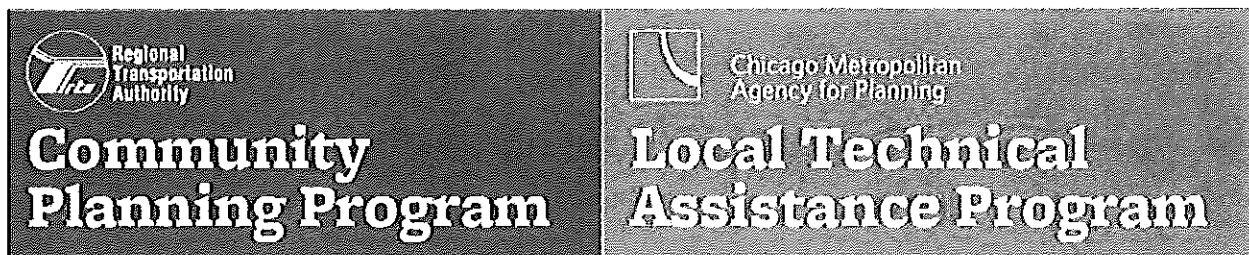
**STAFF RECOMMENDATION:**

Staff recommends the Village Board discuss the grant application and give consensus to Staff recommendation to apply for funds.

---

**REQUESTED COURSE OF ACTION:**

N/A



## 2014 Community Planning Program and Local Technical Assistance Program

### Program Guide

The Regional Transportation Authority (RTA), the oversight, funding and regional planning agency for the transit Service Boards (Chicago Transit Authority, Metra and Pace) and the Chicago Metropolitan Agency for Planning (CMAP), the regional planning organization for the seven counties of northeastern Illinois, announce the availability of funding and technical assistance for transportation and land use planning and implementation projects throughout the region.

While the RTA and CMAP both have technical assistance programs, applicants are now able to apply for both programs by using one application. Through this coordination, the RTA and CMAP are able to offer planning and implementation assistance to an expanded base of eligible applicants, align all efforts with GO TO 2040 and provide interagency expertise, technical assistance and capacity.

### Eligible Applicants

Municipalities, counties, townships, councils of government/municipal associations, groups of two or more municipalities and the RTA's Service Boards (CTA, Metra, Pace) located within CMAP's seven-county region are eligible to apply for assistance. Nongovernmental organizations in the region are eligible to apply for CMAP assistance but are required to have support from the local government in which their project will take place. For RTA assistance with transit-related projects, nongovernmental organizations must partner with a governmental organization to submit the application. (Please see the FAQs for more details.) The CMAP region encompasses Cook, DuPage, Kane, Kendall, Lake, McHenry and Will counties.

### Eligible Projects

Both programs encourage applicants to undertake a balanced, coordinated and integrated approach to land use and transportation planning that benefits local communities while maximizing the use of the RTA transit system and advancing the implementation of GO TO 2040. Eligible projects are generally one of the following types:

#### Planning

- Transit-Oriented Development (TOD) plans
- Corridor, subregional or local access improvement plans
- Comprehensive plans
- Downtown, neighborhood or subarea plans
- Multimodal transportation plans or bicycle and pedestrian plans

- Sustainability plans
- Housing plans, including *Homes for a Changing Region* plans
- Planning studies on special topics, such as workforce, economic development, water supply, open space or other issues covered in GO TO 2040\*

#### Implementation

- Zoning code updates (municipal-wide or TOD area)
- TOD developer discussion panels
- Plans to improve pedestrian access to transit
- TOD Plan updates

Please see the project category descriptions at the end of this guide for more details. Community Planning and Local Technical Assistance funds are for planning purposes only. Capital, engineering, operating, staffing, land acquisition or equipment costs are not eligible. Acceptance of projects is dependent on funding availability.

A local match is not required for the Local Technical Assistance (LTA) Program (CMAP assistance) or for small scale Community Planning (RTA assistance) projects. Larger transit-focused Community Planning (RTA assistance) projects may require some local match. The RTA will notify applicants if a local match will be needed prior to project approval.

\* Projects that do not have direct transportation or land use components are eligible, but CMAP's ability to pursue these projects depends on its success in securing outside funding.

#### Project Evaluation and Selection Process

Both programs are competitive, and it is expected that more project applications will be received than can be accommodated. Each application will be initially screened for program eligibility based on the following:

- Project located in the seven-county CMAP region
- Eligible applicant
- Eligible project type
- Duplication of previous project (i.e. projects that duplicate other recent efforts will not be selected)

Eligible projects will then be evaluated based on the following criteria that are shared by both CMAP and RTA:

- Alignment of the project with the recommendations of GO TO 2040
- Feasibility and ability to implement
- For implementation projects, the project must implement a recommendation from an adopted plan (TOD plan, comprehensive plan, etc.). Priority for implementation assistance will be given to previous RTA and CMAP grantees, but others are also eligible to apply.
- County, Council of Government (COG), and transit Service Board feedback

CMAP and RTA also have some criteria that are unique to their programs:

- RTA: All transit-related planning and implementation projects will be evaluated and, if selected, managed by RTA. Transit/TOD projects must be located on the existing transit system and are encouraged to obtain a letter of support from the impacted Service Board (Metra, Pace, CTA). Applicants are encouraged to email a brief description of their project to the appropriate service boards. Requests for letters of support must be made by June 7, 2013. Please email your request to:
  - CTA – Eva-Dina Delgado, [edelgado@transitchicago.com](mailto:edelgado@transitchicago.com)
  - Metra – David Kralik, [dkralik@metrarr.com](mailto:dkralik@metrarr.com)
  - Pace – Lorraine Snorden, [Lorraine.Snorden@pacebus.com](mailto:Lorraine.Snorden@pacebus.com)
- CMAP: Projects without an explicit transit focus will be evaluated and, if selected, managed by CMAP. Projects undertaken by CMAP will also be prioritized in part based on community need, with communities that have lower incomes, smaller tax bases, or smaller sizes receiving priority. CMAP also prioritizes multijurisdictional applications and seeks to maintain a geographic balance in its LTA projects.

Once all applications are received, RTA and CMAP staff will determine which agency each of the applications should go to and will notify applicants. Each application will be reviewed by RTA and CMAP staff as well as other agencies, including Counties, COGs, and transit agencies, as appropriate. During the review process, RTA and CMAP staff will contact each applicant to ask questions regarding the details of the proposed project. Project acceptance is dependent on funding availability. Most accepted projects are expected to commence within six months of acceptance notification.

#### Program Timeline

All Projects	
Date	Action
May 3	Call for projects released
May 15	Program Open House / Webinar
June 7	If transit-related project, contact made to transit agency for letter of support
June 26	Applications due before Noon CST
July	RTA / CMAP staff notify applicants which agency will evaluate their application
July-August	RTA / CMAP staff contact applicants with additional questions on their application
July-August	RTA / CMAP staff review projects
September	Preliminary project selection recommendations released; all applicants notified
October	CMAP Board approves recommended projects; successful applicants notified
December	RTA Board approves projects and funding for recommended projects; successful applicants notified

## How to Apply

Applicants should complete the one-page application form available: [www.rtachicago.com/applications](http://www.rtachicago.com/applications)

## Additional Information

For questions regarding the Community Planning or Local Technical Assistance Programs or your application, please contact:

### Community Planning Program:

Heather Tabbert, AICP  
Regional Transportation Authority  
Manager, Local Planning and Programs  
[tabberth@rtachicago.org](mailto:tabberth@rtachicago.org)  
312-913-3244

### Local Technical Assistance Program:

Erin Aleman  
Chicago Metropolitan Agency for Planning  
Principal Outreach Planner  
[ealeman@cmap.illinois.gov](mailto:ealeman@cmap.illinois.gov)  
312-386-8816

Detailed information on the Community Planning and Local Technical Assistance Programs can be found on the RTA website at [www.rtachicago.com/applications](http://www.rtachicago.com/applications)

## Project Category Descriptions

### PLANNING

#### **Transit-Oriented Development (TOD) Plans**

Transit-oriented development (TOD) plans are based on the basic tenets of transit-oriented development, mixed land uses, higher residential densities and pedestrian-friendly environments. These plans produce recommendations for an appropriate mix of land uses and transportation improvements within a ¼- to ½-mile radius of a rail or major bus station or along a major bus corridor that supports increased transit ridership. They also address urban design elements, including streetscape improvements, and recommend multi-modal mobility improvements to and within the station area. TOD plans are used to guide and manage development and redevelopment within the station area or transit corridor while integrating the transit facilities and mobility improvements into municipal or county land use plans. These plans are realistic, based on current and future market conditions, community preferences and feedback from the development sector. Through this type of project, the RTA strives to provide residents and officials with an awareness of the benefits of TOD, to develop a TOD plan for the governing body and private developers to follow while planning, designing and implementing new land use or transportation projects in the station area, and to develop and foster partnerships and relationships among service boards, community officials, regional agencies, private developers, residents and business owners that will assist in streamlining the implementation of the final plan. For communities that have a TOD plan, but it is out of touch with current market realities and more than 10 years old, the RTA offers TOD Plan Updates as an option. These update would focus on updating the market assessment, development program and implementation strategies. More

information on TOD can be found on the [RTA's TOD / Land Use Page](#). Examples include completed TOD plans for [Geneva](#) and [Lombard](#).

#### **Corridor, Subregional or Local Access Improvement Plans**

These plans create recommendations for improved transit opportunities by identifying options to enhance local mobility or improved access for reverse commuters within a specific study area. Access improvement plans identify ways to improve multi-modal access to existing or planned transit routes and facilities and identify opportunities to enhance transit-related infrastructure. Possible improvements investigated include amenities such as sidewalks, bus shelters, bus pads and multi-modal transit centers. Additionally, these plans examine roadway improvements such as transit signal priority devices, pedestrian signal crosswalk improvements and the installation of Rectangular Rapid Flash Beacons (RRFB). Multi-modal access and circulation, and/or way-finding and signage may be addressed. These plans also typically include land use, zoning and development components (stressing higher density) to increase pedestrian-oriented development and spur economic development within the study area. These plans can also investigate options to solve the "last mile problem" for reverse commuters by recommending improved connections among the transit services used by reverse commuters, such as Pace Vanpools or community transit services, and identifying increased roles that employers can take to improve transit opportunities within the study area. These plans provide benefits to local communities as well as the RTA transit system, such as: barrier-free access and circulation patterns; increased multi-modal transit and pedestrian activity, which in turn, may reduce traffic congestion; and vibrant street life anchored by the activity/transit facilities within the communities. More information on these types of plans can be found on the [RTA's Community Planning website](#). The [Harlem Avenue Corridor Study](#) is a good example of a completed project.

#### **Comprehensive Plans**

Comprehensive plans establish a long-term vision for a community and provide a policy framework intended to help the community achieve that vision and community goals. Typically a year-long process, comprehensive planning involves the public and community stakeholders (business owners, non-profit organizations, educational institutions, staff, etc.) in conversations about challenges, opportunities, priorities, and aspirations for the future of the community. Early stages of the planning process involve an inventory and assessment of the community existing conditions including population, housing, economic development, transportation, land use, and natural resources, and may include other topics relevant to individual communities such as historic preservation, food and farming, or community character. Subsequent stages involve developing and discussing planning scenarios, preparing future land use plans and maps, and establishing effective policies and implementation strategies for moving forward. Sample projects include comprehensive plans for [Blue Island](#), [Lakemoor](#), and [Norridge](#).

#### **Downtown, Neighborhood, or Subarea Plans**

These plans typically address specific area or topical needs or challenges rather than the comprehensive approach used for comprehensive plans. They may be focused on economic development and revitalization, housing, retail, industry or a combination of these topics for a discreet area of a community. While the planning process for these smaller-scale plans is similar to that for comprehensive plans, they result in more specific recommendations for the particular topics and areas of interest. Plans that will result in projects that are consistent with the LEED-ND rating system are encouraged. Sample projects include the [Carpentersville Old Town Plan](#) and the [Fairmont Plan](#).

### **Multimodal Transportation Plans or Bicycle and Pedestrian Plans**

These plans address non-motorized and transit-based transportation needs, often with the goal of improving and increasing access and use of alternatives to automobiles. Beginning with an inventory of existing resources and conditions, the planning process engages users and the public in conversations that lead to the identification of problem or conflict locations, the development of feasible solutions, and a plan for implementing the identified solutions. Topics can include route planning and infrastructure, intersections, stations and transfer points, signage and signalization, streetscapes and furnishings, and access to people with disabilities. A sample project is the Wheeling Active Transportation Plan.

### **Sustainability Plans**

Sustainability plans serve to identify and forward the environmental goals of a community. Such plans can address a wide range of potential topics depending on a community's specific interests and issues, including land use and development, transportation, energy, water, waste management, greenhouse gas emissions, education and many others. The planning process is similar to that of a comprehensive plan, with a detailed existing conditions analysis and thorough public participation process, followed by the development of recommendations. Implementation of a sustainability plan is of particular importance, since making progress in reversing current environmental trends is essential to long-term sustainability. One unique element typically included in a sustainability plan to help spur implementation is the development of "baseline" and "target" indicators. Baseline indicators, which are developed as part of the existing conditions analysis, serve to evaluate current conditions related to a topic (for example, a community's current waste diversion rate or amount of greenhouse gas emissions produced). Target indicators are essentially quantifiable goals for the future (such as a percent increase in waste diversion or reduction in greenhouse gas emissions by a target year). Setting quantitative targets is a way to ensure that implementation strategies are effective and that the community is held accountable for making progress toward its sustainability goals. Sample projects include sustainability plans in Park Forest and Niles.

### **Housing Plans, including *Homes for a Changing Region* Plans**

*Homes for a Changing Region (Homes)* projects develop long-term housing policy plans for one or more municipalities. These plans aim to create a balanced mix of housing types, serve the needs of current and future residents and workers, and enhance the livability of participating communities. Plans recommend policies that address current and avoid future gaps between demand and supply of housing available to all income, tenure and age groups. Since housing markets do not conform to municipal boundaries, applications involving groups (4-5) of collaborating municipalities will receive priority. In these cases, CMAP will create plans for each municipality individually and for interjurisdictional collaboration. CMAP will partner with the Metropolitan Mayors Caucus (MMC) and Metropolitan Planning Council (MPC) whenever possible to provide *Homes* technical assistance. Applications that request training for a County, COG, or nongovernmental organization to perform technical tasks associated with the *Homes* process after the initial project is complete will also receive priority. For more information about *Homes*, please visit [www.cmap.illinois.gov/homes](http://www.cmap.illinois.gov/homes).

### **Planning Studies on Special Topics, such as Workforce, Economic Development, Water Supply, Open Space, or Other Issues Covered in GO TO 2040**

Other types of projects are also eligible for LTA assistance. These specialized projects may focus on economic or workforce development (such as the Morton Grove industrial areas plan), water conservation (such as the Evanston water conservation plan), parking studies (such as the Hinsdale parking management plan), and many others. Links to more projects of various types are available on



the [LTA home page](#) on CMAP's website. Potential sponsors of projects of these types are encouraged to contact CMAP to discuss their project idea before submitting an application to determine eligibility.

## IMPLEMENTATION

### **Zoning Code Updates**

Clearly-defined land control regulations minimize uncertainty for developers. They can also minimize opportunities for variances and special uses while maintaining the community's design, form and character goals for their community. Additionally, transit-supportive ordinance updates may minimize administrative confusion by outlining all standards, requirements and guidelines in a manner that can be globally understood. The RTA and / or CMAP will work with local government staff to streamline the process (including the approval process) to make investing in the community more attractive to potential developers and other investors by creating clearly-defined land control regulations. The project team will assess the current regulations in each chosen community and deliver a revised zoning ordinance or other appropriate land control document, overlay map or text amendment. Zoning updates can be done for an entire community or specifically a TOD area. More information on approaches to revising zoning for a TOD area can be found in the [TOD and Zoning Report](#).

### **TOD Developer Discussion Panels**

Developers bring a realistic out-look to the future of the real estate market. Facilitating discussions early in the redevelopment of a parcel will allow the community and potential developers to outline needs, goals and incentives while working together to utilize land to its highest and best use. For municipalities that have adopted TOD plans, but have had difficulty soliciting guidance and advice from development experts, assistance will be provided to identify and solicit developer guidance through a ½ day discussion panel. This panel will discuss the development climate and potential strategies to prepare for and attract development in the municipality's TOD area. Additionally, if a community owns and controls a development-ready parcel of property in the TOD area, RTA staff will assist with the preparation of an RFP. Take a look at the summaries from TOD developer panels held in [Franklin Park](#), [Bensenville](#) and [Mokena](#).

### **Pedestrian Access Improvement Plans**

Pedestrian Access Improvement Plans identify ways to improve access to existing transit routes and facilities. For these plans, RTA staff will work with the local applicant and other agencies to examine existing pedestrian access to the transit station and develop recommendations for improvement. Possible improvements include amenities such as sidewalks, crosswalks, bus shelters, bus pads and station amenities such as benches, wayfinding signage, etc. Additionally, these plans examine roadway improvements such as transit signal priority devices, pedestrian signal crosswalk improvements and the installation of Rectangular Rapid Flash Beacons (RRFB). These plans can be used as a basis for grant applications to pay for recommended improvements. Further information on pedestrian access improvement plans can be found in the [Making Way Access to Transit Guide](#). Sample completed plans can be found in [LaGrange](#) and [Robbins](#).

### **TOD Plan Updates**

Many communities have made significant progress in implementing their plan but are now forced with new planning challenges and a changing economy to consider. Therefore, the RTA offers assistance to municipalities who completed planning studies in 2002 or earlier to identify sections that may require an update to reflect current and future opportunities. *The goal is not to re-plan, but rather to adjust the recommendations to ensure that the study is a proper roadmap for the future.*

## Frequently Asked Questions (FAQs)

**1. Who is funding this program?**

Funding for this program comes from a combination of federal and local funds from both the RTA and CMAP.

**2. Is a funding match required?**

It depends on the type and size of the project being proposed. A local match is not required for the Local Technical Assistance Program (CMAP assistance) or for small scale Community Planning (RTA assistance) projects. Larger transit-focused Community Planning (RTA Assistance) projects may require some local match. Applicants will be notified if a local match will be needed prior to project approval.

**3. What types of projects have the RTA and CMAP worked on in the past?**

The RTA has completed TOD Plans, transit improvement plans, corridor studies, TOD area land control document updates, developer discussion panels and transit access improvement studies. A full list of previously funded RTA planning projects may be found at <http://www.rtams.org/rtams/planningProgram.jsp?id=1>. CMAP has worked on comprehensive plans, housing policy studies, corridor plans, neighborhood/subarea plans, sustainability plans and water conservation studies, and a list is available at <http://www.cmap.illinois.gov/Ita/>.

**4. Can I submit more than one idea?**

You may submit more than one project proposal. If you choose to submit more than one proposal, please do so by including a separate application form for each project idea you are proposing.

**5. What projects are NOT eligible?**

Project phases such as land acquisition, engineering or capital investment are not intended to be pursued through this program. This program focuses on planning and implementation.

**6. Can I request money to cover staff time at my organization?**

This program does not offer funds for staff time. Any financial commitment from CMAP or the RTA is dedicated to hiring external contractors/consultants or providing RTA or CMAP staff assistance.

**7. If I applied to either the RTA or CMAP in past years and was not selected, can I apply this year?**

Yes, you are able to apply again. Please note that this year (like previous years) will be quite competitive, so an application that was not selected in a previous year is not guaranteed to be selected this year. Feel free to reach out to RTA or CMAP to discuss how you could improve your application this year.

**8. If I have received assistance in past years, can I apply again?**

Yes. CMAP and RTA encourage applicants to submit applications that seek to implement existing plans, particularly if CMAP or RTA assisted with preparing those plans in the first place. You may also submit applications for completely separate projects as well. However, please

make sure that your application doesn't duplicate work done in the recent past – it won't be selected if this is the case.

**9. How competitive will the application process be?**

Very competitive. During the first two years of CMAP's program, approximately one-third of applications were successful. The acceptance rate for the Community Planning Program is similar.

**10. How will projects be evaluated?**

Projects will be evaluated based on criteria derived by both CMAP and the RTA. The RTA will evaluate and select transit-related projects for the Community Planning Program, while CMAP will evaluate and select projects for the Local Technical Assistance Program that are not explicitly transit-focused. Criteria are described in the main text of this document.

**11. How do CTA, Metra and Pace get involved in transit-related projects?**

Each transit agency that can potentially be impacted by the study is invited to participate. Additionally, it may be appropriate to involve CMAP in an RTA-led project and vice versa.

**12. Do other external groups get involved in these projects?**

Yes, other government or nongovernmental groups are often involved in projects, either serving on steering committees or reviewing materials. Both RTA and CMAP also contract with outside groups for assistance on some projects. It will strengthen your application to identify any partnerships that you already have with external groups.

**13. Who is responsible for managing the project?**

A CMAP or RTA staff member will be assigned to each project to assist with project development and management, though the local grantee will be responsible for overall project management. Administrative and invoicing responsibilities will vary depending on the assigned funding agency (CMAP or RTA) and procurement method selected.

**14. How is it determined which agency manages which projects?**

Once the applications are received, the agencies will discuss the alignment of the applications with each agency's interest. Projects with a direct transit focus are more likely to be managed by the RTA; those without transit components will go to CMAP. You do not need to specify at the time of submitting the application whether you think your project is a better fit for RTA or CMAP – this will be worked out during the application review.

**15. How do CMAP and RTA decide whether to provide selected communities with staff assistance, consultant assistance or other types of assistance?**

During the project review and evaluation process, CMAP or RTA staff will contact each applicant to gain a better understanding of their project and determine what type of assistance is most appropriate. After selection, the agencies confirm with project sponsors whether the project will be accomplished through assigning staff time, providing a grant, conducting a consultant selection process led by CMAP or RTA, or other options. The final decision on type of assistance is made jointly by the funding agency (CMAP or RTA) and the project sponsor.

**16. I submitted an application by the June 26 due date. What are the next steps and how are projects selected?**

Immediately following the receipt of all submittals, RTA and CMAP staff will begin a review of the applications. While RTA and CMAP staff make the final project selections, staff considers feedback from all three Service Boards (CTA, Pace and Metra) and other agencies as appropriate. During this time RTA and CMAP staff will also contact all applicants to ask questions as necessary. The applications are qualitatively reviewed by the set of criteria listed in the application. You will be notified by staff from the appropriate agency regarding selection outcomes. Subsequent steps for projects admitted into the program will depend on which agency funds the project. A detailed timeline is included in the program guide.

**17. What is the anticipated timeframe for projects to begin?**

Once a project is selected into the program, project development begins. Our goal is to initiate most of the projects within six months and complete each project within twelve to eighteen months of project initiation.

**18. Who can I contact if I still have questions?**

Please contact either Heather Tabbert ([tabberth@rtachicago.com](mailto:tabberth@rtachicago.com)) or Erin Aleman ([ealeman@cmap.illinois.gov](mailto:ealeman@cmap.illinois.gov)).

**19. What if I am not sure what type of project my community needs? We know we need planning assistance, but am not sure whether it is a comprehensive plan, corridor study, etc.**

Please describe the problem that you are trying to solve to the best of your ability. We will work with you to determine what planning product best meets your community's needs.

**20. My project does not relate directly to transportation, and I saw the note that projects of this type are contingent on CMAP receiving additional funding. What's the likelihood of this happening? Is it worth my time to submit an application for these types of projects?**

CMAP has applied to several non-transportation funding sources to supplement our transportation sources. We can't estimate the likelihood of success, but we are reasonably confident. CMAP does encourage applicants to put in requests for projects related to housing, economic development, water and similar topics, for three reasons:

- a. The application form is simple, and it will not take you much time to do.
- b. CMAP does think there is a good chance it will get some additional funding.
- c. Having some firm examples of good non-transportation projects that have been submitted to us may even increase our chances of receiving funding, by demonstrating that there is a demand for this kind of planning assistance.

**21. I am a nongovernmental organization and would like to submit an application. You require support from the relevant local government – can you explain what that means?**

First, please note that nongovernmental applicants will only be considered for inclusion in CMAP's program. The RTA does not provide funding to nongovernmental groups – so if you are specifically interested in RTA funding, please work with a relevant local government to have them submit an application on your behalf.

CMAP does work with nongovernmental applicants, but only with the explicit support of any local government affected by the project. If you are a nongovernmental group proposing a

project in a suburban municipality, you will need to provide a letter of support for your project from the municipality. If your project affects more than one municipality, please provide letters from each of them.

If your project is in the City of Chicago, we require a letter of support from any Alderman whose ward is affected by the project. We also require that you contact the Department of Housing and Economic Development (DHED) to inform them of your application. You do not need to procure a letter of support from DHED, but they will assist CMAP in selecting projects in the City of Chicago, so please make contact with them to explain your project. The contact person is Kathy Dickhut, Deputy Commissioner of DHED, [kdickhut@cityofchicago.org](mailto:kdickhut@cityofchicago.org).



## Community Planning Program



Chicago Metropolitan  
Agency for Planning

## Local Technical Assistance Program

### Application form: Community Planning program and Local Technical Assistance program

**DEADLINE:** Noon on Wednesday, June 26, 2013

This application form is online at [www.rtachicago.com/applications](http://www.rtachicago.com/applications). You may submit the form by email to [applications@rtachicago.com](mailto:applications@rtachicago.com).

Upon receipt of application, you will receive an e-mail verifying that your application has been received.

1. Name of Applicant:

2. Main Contact for Application (please include name, phone number and email):

3. Type of Applicant (please check any that apply):

☐ Local government

☐ Multijurisdictional group\* ☐ Please list the members of the group (including government and nongovernmental organizations):

---

---

---

☐ Nongovernmental organization\* ☐ Name of local government partner(s):

---

---

---

\*Applications submitted by multijurisdictional groups and nongovernmental organizations must include a letter indicating support from each relevant local government. See the FAQs for more information. Nongovernmental applicants are strongly encouraged to contact CMAP or the RTA prior to submitting their application to discuss their project and the demonstration of local support.

4. Project Type (please check any that apply):

Please check all statements below that describe characteristics of your project. (This will help us determine whether your project is best handled by CMAP or RTA.)

- ☐ My project involves preparation of a plan.
- ☐ My project helps to implement a past plan.
- ☐ My project links land use, transportation, and housing.
- ☐ My project has direct relevance to public transit and supports the use of the existing transit system.
- ☐ My project is not directly related to transportation or land use, but implements GO TO 2040 in other ways.

5. Project Location:

Please provide a brief description of the location of your project. You may include a map if that helps to describe location, but this is not required. If your project helps to implement a past plan, please include a link to that plan.

6. Project Description:

**Please tell us what you would like to do in your community, and what assistance is needed.** If you have more than one idea, please submit a separate application for each project. Please be specific, but also brief (less than two pages per project idea)—we simply want to have a basic understanding of what you want to do. CMAP and RTA staff will follow-up with you if we need any additional information to fully understand your proposed project.

(Please include any additional information that is relevant, preferably by providing links to online documents.)



## COMMITTEE ITEM MEMO

---

**ITEM:** FUTURE IMPROVEMENTS – KIWANIS PARK  
**COMMITTEE DATE:** May 28, 2013  
**PREPARED BY:** Riccardo F. Ginex, Village Manager *R.F. Ginex*  
**PURPOSE:** Have discussion regarding future improvements at the park by engaging appointed boards and commissions  
**BUDGET AMOUNT:** Unknown

### BACKGROUND:

---

The Village Board would like to have a short discussion on gathering input from some Village Boards and Commissions on future improvements at Kiwanis Park.

### ATTACHMENTS:

---

N/A

### STAFF RECOMMENDATION:

---

None

### REQUESTED COURSE OF ACTION:

---

The Board provides direction for the goals they wish to accomplish.





## COMMITTEE ITEM MEMO

---

**ITEM:** SEASPAR BUDGET APPROVAL – FY2013-2014  
**COMMITTEE DATE:** May 28, 2013  
**PREPARED BY:** Riccardo F. Ginex, Village Manager *R. F. Ginex*  
**PURPOSE:** Approve the budget as a member community  
**BUDGET AMOUNT:** \$70,880 Acct. 01-40-00-5560

### BACKGROUND:

---

The Village Board of each SEASPAR member organization is requested to approve the fiscal budget once the executive member board has done so. We approved the draft budget at our April 16<sup>th</sup> meeting. Brookfield's participation is approximately \$70,880, which is \$7,221 less than last year.

### ATTACHMENTS:

---

1. SEASPAR Budget

### STAFF RECOMMENDATION:

---

Staff is recommending approval of the budget.

### REQUESTED COURSE OF ACTION:

---

The Board approves the budget by a resolution at the June 10<sup>th</sup> Board meeting.

[illegible]

		A	B	C	D	E	F	G	H	I
		Actual	Actual	Budget	Actual	Budget	Projected	Budget	Projected	Projected
		2009-2010	2010-2011	2011-2012	2011-2012	2012-2013	2012-2013	2013-2014	2014-2015	2015-2016
<u>Expenditures</u>										
6000	Adm., Clerical, Bookkeeping	\$ 323,473	\$ 325,600	\$ 336,600	\$ 339,698	\$ 345,000	\$ 338,000	\$ 330,500	338,000	345,000
6010	Program Staff - Full Time	\$ 391,537	\$ 403,357	\$ 424,000	\$ 421,269	\$ 431,801	\$ 422,000	\$ 434,300	447,200	458,000
6020	Part-Time Staff	\$ 212,902	\$ 146,328	\$ 152,880	\$ 160,198	\$ 156,702	\$ 148,000	\$ 152,440	157,013	161,724
6025	Part-Time Staff - EAGLES		\$ 91,236	\$ 124,000	\$ 104,564	\$ 136,700	\$ 148,000	\$ 152,440	172,810	177,994
6030	Inclusion Staff	\$ 71,102	\$ 78,802	\$ 74,000	\$ 85,998	\$ 74,000	\$ 117,000	\$ 116,000	116,000	116,000
6040	Day Camp Staff	\$ 53,539	\$ 62,483	\$ 65,285	\$ 53,788	\$ 64,000	\$ 57,999	\$ 68,400	70,110	71,863
6050	Intern Staff	\$ 3,212	\$ 1,000	\$ 2,500	\$ 3,375	\$ 2,500	\$ 3,900	\$ 3,600	3,600	3,600
6065	IMRF	\$ 72,418	\$ 98,872	\$ 132,000	\$ 126,210	\$ 164,300	\$ 157,000	\$ 152,400	157,000	162,000
6080	Life Ins./Long Term Disab.	\$ 9,272	\$ 609	\$ -	\$ -	\$ -	\$ -	\$ -	-	-
6090	FICA	\$ 83,015	\$ 82,562	\$ 90,214	\$ 87,612	\$ 92,619	\$ 94,470	\$ 96,213	99,812	102,065
6100	Dues IPRA/NRPA	\$ 2,721	\$ 2,860	\$ 3,600	\$ 3,096	\$ 3,000	\$ 2,850	\$ 3,200	3,200	3,400
6102	Newspapers	\$ 183	\$ 183	\$ 225	\$ 162	\$ 185	\$ 176	\$ 185	185	200
6103	Other Dues/Subscriptions	\$ 2,342	\$ 985	\$ 2,000	\$ 1,425	\$ 1,850	\$ 1,625	\$ 1,850	1,900	1,900
6110	Long Range Planning	\$ -	\$ -	\$ 15,000	\$ 15,889	\$ 2,500	\$ 4,312	\$ -	-	-
6120	Employee Longevity Recog.	\$ 116	\$ 202	\$ 350	\$ 550	\$ -	\$ 300	\$ 700	800	350
6121	Cont.Ed./Certification	\$ 1,374	\$ 1,495	\$ 1,500	\$ 1,330	\$ 1,500	\$ 1,300	\$ 1,500	1,500	1,600
6122	Major Conferences	\$ 11,232	\$ 12,955	\$ 16,000	\$ 12,690	\$ 16,000	\$ 10,600	\$ 12,000	14,000	14,000
6123	Workshops & Seminars	\$ 1,255	\$ 4,247	\$ 2,500	\$ 2,416	\$ 2,500	\$ 2,600	\$ 3,000	3,000	3,000
6124	Meetings	\$ 533	\$ 750	\$ 800	\$ 751	\$ 800	\$ 550	\$ 600	650	650
6125	Books/Resources	\$ (46)	\$ 233	\$ 325	\$ 55	\$ 325	\$ 325	\$ 325	325	325
6126	Risk Management	\$ (911)	\$ 807	\$ 1,500	\$ 65	\$ 1,500	\$ 1,500	\$ 1,500	1,500	2,000
6140	Background Check	\$ 803	\$ 1,462	\$ 1,600	\$ 1,845	\$ 1,675	\$ 1,800	\$ 1,800	-	-
6200	Audit Expense	\$ 4,500	\$ 4,750	\$ 5,500	\$ 5,515	\$ 5,650	\$ 5,650	\$ 6,100	6,250	6,700
6210	Board Expense	\$ 56	\$ 193	\$ 300	\$ 17	\$ 300	\$ 200	\$ 300	300	300
6220	Payroll Fees	\$ 26,000	\$ 27,176	\$ 31,200	\$ 30,484	\$ 28,000	\$ 29,000	\$ 28,500	26,000	27,000
6230	Legal Fees	\$ 2,475	\$ 450	\$ 3,500	\$ 3,735	\$ 3,000	\$ 3,000	\$ 3,500	3,500	3,500
6240	Legal Publications	\$ -	\$ 400	\$ 275	\$ -	\$ 275	\$ 180	\$ 360	360	360
6250	Public Relations/Marketing	\$ 16,249	\$ 16,575	\$ 16,500	\$ 13,331	\$ 17,000	\$ 17,000	\$ 17,500	18,000	18,000
6260	Printing - Brochures	\$ 15,691	\$ 14,741	\$ 16,500	\$ 16,386	\$ 17,300	\$ 17,186	\$ 18,000	18,540	19,096
6261	Printing - Checks	\$ 128	\$ 255	\$ 300	\$ 130	\$ 300	\$ 283	\$ 325	325	350
6263	Printing - Stationery	\$ 1,524	\$ 1,199	\$ 1,500	\$ 1,264	\$ 1,500	\$ 1,400	\$ 1,500	1,500	1,600
6264	Printing - Other	\$ 3,755	\$ 5,165	\$ 3,500	\$ 2,491	\$ 5,000	\$ 5,000	\$ 4,000	4,000	4,000
6271	Office Cleaning	\$ 3,950	\$ 3,204	\$ 5,400	\$ 3,721	\$ 5,000	\$ 3,412	\$ 4,660	4,800	5,000
6272	Trash Removal	\$ 449	\$ 483	\$ 500	\$ 436	\$ 550	\$ 287	\$ 300	330	330

		A	B	C	D	E	F	G	H	I
		Actual	Actual	Budget	Actual	Budget	Projected	Budget	Projected	Projected
		2009-2010	2010-2011	2011-2012	2011-2012	2012-2013	2012-2013	2013-2014	2014-2015	2015-2016
6273	Copier Maintenance	\$ 3,649	\$ 4,084	\$ 4,150	\$ 4,399	\$ 4,000	\$ 4,500	\$ 5,200	5,500	5,700
6275	Vehicle Maintenance	\$ 9,040	\$ 9,971	\$ 12,000	\$ 8,806	\$ 10,000	\$ 13,000	\$ 14,000	14,000	14,000
6276	Contractual Services	\$ 27,144	\$ 28,608	\$ 29,400	\$ 29,143	\$ 30,870	\$ 34,000	\$ 37,000	38,110	39,253
6300	Computer Hardware	\$ 1,028	\$ 1,041	\$ 1,000	\$ 471	\$ 1,250	\$ 300	\$ 500	500	500
6301	Comp. Software/Maint. Agr.	\$ 1,837	\$ 839	\$ 12,000	\$ 2,250	\$ 4,000	\$ 1,500	\$ 2,000	3,000	2,500
6302	Computer Tech. Support	\$ 8,312	\$ 9,601	\$ 14,000	\$ 12,156	\$ 15,000	\$ 15,000	\$ 17,000	17,500	18,000
6303	Computer Supplies	\$ 1,423	\$ 2,328	\$ 1,900	\$ 1,516	\$ 1,200	\$ 1,400	\$ 1,650	1,750	1,800
6304	Internet Services	\$ 2,495	\$ 3,050	\$ 4,200	\$ 2,597	\$ 4,200	\$ 3,850	\$ 5,000	6,000	6,000
6310	Copier Supplies/Paper	\$ 1,550	\$ 1,820	\$ 2,100	\$ 1,075	\$ 1,000	\$ 1,200	\$ 1,200	1,260	1,500
6320	Household Supplies	\$ 743	\$ 1,437	\$ 1,400	\$ 1,260	\$ 1,450	\$ 1,450	\$ 1,550	1,600	1,650
6330	Office Supplies	\$ 3,712	\$ 3,987	\$ 4,300	\$ 3,940	\$ 3,500	\$ 2,200	\$ 2,500	2,625	2,704
6350	Postage - Brochure	\$ 1,142	\$ 1,137	\$ 1,350	\$ 996	\$ 1,200	\$ 1,150	\$ 1,300	1,400	1,500
6351	Postage - Correspondence	\$ 7,131	\$ 6,943	\$ 7,000	\$ 5,458	\$ 6,500	\$ 6,100	\$ 6,500	6,700	6,800
6352	Postage - Meter Rental	\$ 856	\$ 1,107	\$ 2,508	\$ 2,628	\$ 2,650	\$ 2,628	\$ 2,650	2,800	2,800
6360	Telephone	\$ 11,360	\$ 9,623	\$ 11,800	\$ 7,277	\$ 9,800	\$ 8,000	\$ 9,800	10,094	10,397
6370	Electric Service	\$ 5,269	\$ 5,249	\$ 5,725	\$ 4,835	\$ 4,500	\$ 4,900	\$ 5,292	5,610	6,058
6371	Gas Service	\$ 1,077	\$ 1,365	\$ 1,500	\$ 977	\$ 1,500	\$ 1,000	\$ 1,080	1,166	1,260
6372	Water Service	\$ -	\$ -	\$ 200	\$ -	\$ 200	\$ -	\$ -	-	-
6373	Bank Charges	\$ 756	\$ 401	\$ 600	\$ 58	\$ 100	\$ 100	\$ 100	100	100
6374	Credit Card Services	\$ 1,064	\$ 2,301	\$ 6,000	\$ 3,202	\$ 5,500	\$ 4,000	\$ 5,500	6,000	6,200
6400	Ins. Employee Group	\$ 107,712	\$ 116,338	\$ 130,800	\$ 118,126	\$ 136,000	\$ 130,000	\$ 160,000	172,800	186,624
6410	Insurance - Liability	\$ 6,215	\$ 6,080	\$ 6,539	\$ 6,539	\$ 7,062	\$ 6,850	\$ 7,238	7,600	7,980
6420	Insurance - Property	\$ 9,096	\$ 10,277	\$ 11,414	\$ 11,415	\$ 12,327	\$ 12,731	\$ 13,403	14,073	14,777
6430	Ins. Workers' Comp.	\$ 2,677	\$ 2,753	\$ 3,187	\$ 3,187	\$ 3,442	\$ 3,341	\$ 3,429	3,600	3,780
6440	Insurance - Pollution	\$ 339	\$ 349	\$ 395	\$ 395	\$ 427	\$ 429	\$ 434	456	479
6450	Ins. Employment Practices	\$ 1,867	\$ 2,184	\$ 2,322	\$ 2,322	\$ 2,508	\$ 2,372	\$ 2,585	2,714	2,850
6460	Unemployment Contingency	\$ -	\$ -	\$ 20,000	\$ 5,170	\$ 14,000	\$ 4,000	\$ 14,000	14,000	14,000
6500	Transportation - Day Camp	\$ 6,469	\$ 6,843	\$ -	\$ -	\$ 5,500	\$ 4,100	\$ 5,750	6,095	6,461
6505	Trans Field Trips/Swim	\$ 5,056	\$ 5,861	\$ 6,300	\$ 4,924	\$ 6,050	\$ 3,980	\$ 5,150	5,459	5,787
6510	Transportation - Charter	\$ 1,381	\$ 326	\$ 1,000	\$ 254	\$ 600	\$ 400	\$ 600	600	600
6520	Fuel, Tolls & Parking	\$ 17,729	\$ 18,306	\$ 20,900	\$ 21,217	\$ 22,572	\$ 19,000	\$ 20,520	24,494	26,454
6520-01	Fuel, Tolls & Parking -EAGLES		\$ 5,510	\$ 7,500	\$ 5,905	\$ 8,000	\$ 7,500	\$ 8,100	9,098	9,826
6530	Staff Auto Reimbursement	\$ 9,990	\$ 8,545	\$ 10,731	\$ 9,221	\$ 9,959	\$ 8,600	\$ 9,288	10,031	10,833
6600	Program Supplies	\$ 75,174	\$ 57,261	\$ 71,276	\$ 67,069	\$ 68,410	\$ 68,410	\$ 71,831	76,822	80,663
6610	Day Camp Supplies	\$ 5,550	\$ 6,513	\$ 6,300	\$ 6,409	\$ 6,400	\$ 6,394	\$ 6,600	6,800	7,004

[illegible]

*Approved by the SEASPAR Board April 16, 2013*

--	--

[illegible]



# COMMITTEE ITEM MEMO

---

**ITEM:** Resolution to Amend the Village of Brookfield VEMA® Post Retirement Healthcare Funding Plan

**COMMITTEE DATE:** May 28, 2013

**PREPARED BY:** Michelle Robbins, PHR  
Director of Human Resources

**PURPOSE:** Amend the Village of Brookfield VEMA® Post Retirement Healthcare Funding Plan

**BUDGET AMOUNT:** N/A

## **BACKGROUND:**

---

The Village of Brookfield established a VEMA® Post Retirement Healthcare Funding Plan in 2006 to provide security for employees' health care needs during retirement. The former plan restricted access to only those members of the Service Employee International Union Firefighters Collective Bargaining Agreement. This amendment will allow all full-time Village of Brookfield employees the opportunity to participate in the Plan.

## **ATTACHMENTS:**

---

1. Resolution to Adopt and Authorize the Execution of a Second Amendment to the VEMA® Post Retirement Healthcare Funding Plan for the Village of Brookfield

## **STAFF RECOMMENDATION:**

---

Staff recommends the board pass the resolution to amend the plan.

## **REQUESTED COURSE OF ACTION:**

---

That the Village Board of Trustees place consideration of the Resolution approving the proposed Resolution to Amend on the June 10, 2013 Board Meeting agenda.

RESOLUTION NO. R – 2013 - 910

**A RESOLUTION TO ADOPT AND AUTHORIZE THE EXECUTION OF A SECOND  
AMENDMENT TO THE VEMA® POST RETIREMENT HEALTHCARE FUNDING  
PLAN FOR THE VILLAGE OF BROOKFIELD**

PASSED AND APPROVED BY  
THE PRESIDENT AND BOARD OF TRUSTEES  
THE 10<sup>TH</sup> DAY OF JUNE 2013



RESOLUTION NO. R – 2013 - 910

**A RESOLUTION TO ADOPT AND AUTHORIZE THE EXECUTION OF A SECOND  
AMENDMENT TO THE VEMA® POST RETIREMENT HEALTHCARE FUNDING  
PLAN FOR THE VILLAGE OF BROOKFIELD**

**WHEREAS**, the Village of Brookfield, an Illinois Municipal Corporation, organized as a Village is a member of the Illinois Public Pension Fund Association ("IPPFA");

**WHEREAS**, IPPFA has created a VEMA® Post Retirement Healthcare Funding Plan (the "Plan") for the use of its member jurisdictions and offers the Plan for adoption by its members (Village of Brookfield) for the benefit of their respective employees;

**WHEREAS**, the Village of Brookfield (the "Village") entered into a VEMA® Post Retirement Healthcare Funding Plan dated May 8, 2006, with Innovative Benefit Resources ("IBR"), or any successor administrator, for the VEMA® Plan Adoption Agreement;

**WHEREAS**, the Village of Brookfield (the "Village") entered into a VEMA® Post Retirement Healthcare Funding Plan dated May 8, 2006, with Babbitt Municipalities, Inc. Chicago, IL ("BMI") for the VEMA® Plan Administrative Services Agreement, pursuant to which The Hartford Life (the "Service Agent"), or any successor, trustee, or asset manager, has been appointed to provide certain record keeping and administrative services with respect to the Plan;

**WHEREAS**, the Village and IPPFA desire to amend the Plan to administer the Plan on behalf of all the employees of the Village of Brookfield in order to allow all the employees to provide for their retirement security and to serve the interest of the Village of Brookfield in attracting and retaining competent personnel;

**WHEREAS**, the Village desires to amend the Schedule of Contributions to include additional Classes of contributors;

**WHEREAS**, the Board of Trustees deems it desirable and in the best interest of the Village to enter into a Second Amendment to the VEMA® Post Retirement Healthcare Funding Plan to allow all Village of Brookfield employees to participate in the Plan;

**WHEREAS**, the Board of Trustees deems it desirable and in the best interest of the Village to enter into a Second Amendment to the VEMA® Post Retirement Healthcare Funding Plan Schedule of Contributions;

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Brookfield, Cook County, Illinois, as follows:

**Section 1:** The facts and statements contained in the preambles to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

**Section 2:** It is hereby determined that it is advisable, necessary and in the public interest that the Village of Brookfield enter into a Second Amendment to the VEMA® Post Retirement Healthcare Funding Plan Schedule of Contributions, a copy of which amendment is attached hereto marked as Exhibit "A".

**Section 3:** The President shall be and is hereby authorized and directed to execute and the Village Clerk be and is hereby authorized and directed to attest on behalf of the Village the Second Amendment to the VEMA® Post Retirement Healthcare Funding Plan Schedule of Contributions, a copy of which amendment is attached hereto marked as Exhibit "A".

**Section 4:** This Resolution shall take effect upon its passage and approval in accordance with law.

**ADOPTED** this 10<sup>th</sup> day of June 2013, pursuant to a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**ABSTENTION:** \_\_\_\_\_

**APPROVED** by me 10<sup>th</sup> day of June, 2013.

\_\_\_\_\_  
Kit P. Ketchmark, President of the  
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office,  
this 10<sup>th</sup> day of June, 2013.

\_\_\_\_\_  
Catherine Colgrass-Edwards, Clerk of the  
Village of Brookfield, Cook County, Illinois

## **EXHIBIT "A"**

### **SCHEDULE OF CONTRIBUTIONS Amendment 2**

The Village of Brookfield VEMA Plan schedule is as follows:

Class 1: All Covered Members of the IAFF Local 4828 Bargaining Unit and Fire Captains

IAFF Local 4828 bargaining unit members and Fire Captains who earn in excess of 1383 hours shall have mandatorily deferred into the plan a sum equal to sixty percent (60%) of the member's hourly rate for such sick leave at the end of the month in which it was earned.

Class 2: Deputy Police Chief Retired Prior to December 31, 2008

Upon separation of employment with the Village, all vacation time will mandatorily be deposited into the plan.

Class 3: Police Lieutenants Promoted after May 22, 2011

Mandatorily deferring 9% of salary into the plan. Upon separation of employment with the Village, all unused accrued sick and vacation time will mandatorily be deposited into the plan.

Class 4: Police Sergeants as of January 1, 2013

Upon separation of employment with the Village, all unused accrued sick, vacation, personal, and compensatory time will mandatorily be deposited into the plan.

Amendment date: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title